CENTIMETERS



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# Thomas a Edison\_ Papers

### A SELECTIVE MICROFILM EDITION PART V (1911-1919)

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### Thomas A. Edison Papers

Rutgers, The State University of New Jersey cadorsed by
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The original documents in this edition are from the archives at the Edison National Historic Site at West Orange, New Jersey.

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# START

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# **LEGAL SERIES**

Harry F. Miller File

Richard W. Kellow File

### Legal Series

This series consists of agreements, assignments, licenses, deeds, madgaes, and other legal documents, along with related correspondence and financial records that were collected or created for legal purposes. The files were maintained by Edison's personal secretaries, Harry F. Miller and Richard W. Kellow, as well as by Edison's brother-in-law, John V. Miller (no relation to Harry F. Miller), who assumed Kellow's role after 1921.

Harry F. Miller File. Harry Frederick Miller began his association with disease an assistant in the office of John F. Randolph, Edison's personal business secretary. He succeeded Randolph as secretary in 1908. Miller also served as treasurer of Thomas A. Edison, Inc., and as an official in several other Edison companies.

The documents in the Miller File are arranged in three groups that parallel the arrangement of the archival record group at the Edison National Historic Site. The majority of documents in the first two groups relate to the chemical plants that Edison set up at the beginning of World War I. On the other hand, the Items in Group 3, which constitutes the bulk of the Miller File, are primarily from the nineteenth and early twentieth century. Selections from the years prior to 1911 have been published in previous parts of the microfilm and digital editions of the *Thomas A. Edison Papers*.

The documents in Group 3 were originally filed in a series of 181 numbered envelopes. These envelopes and their contents lacked consistent chronological or topical organization. Although the arrangement of folders in the archival record group at the Edison National Historic Site parallels the original envelope system, the documents selected for publication have been rearranced in chronological order.

Richard W. Kellow File. Richard Wesley Kellow began has association with Edison in 1916 as assistant secretary in the Secretarial Service Department of Thomas A. Edison, Personal. He succeeded Miller as secretary in 1917 and remained in that position until 1921.

The bulk of the material in the Kellow File dates from the period that he served as secretary, although there are earlier documents that were probably collected by Kellow in relation to later matters, along with items from after

1921 that were most likely added to the file by John V. Miller. Selections from the years prior to 1911 have been published in previous parts of the microfilm and digital editions of the *Thomas A. Edison Papers*.

The documents in the Kellow File were originally filed in a series of employes numbered from 1 through 259. Each envelope generally contained several documents pertaining to a particular individual, business interest, business relationship, or transaction. A few envelopes are missing from the sequence. The arrangement of folders in the arrival record group at the Edison National Historic Site parallels the original envelope system. However, the folders selected for publication have been rearranged in chronological order according to the earliest document in each folder.

There is some overlap between the documents in the Miller and Kellow files. For example, items pertaining to the sale of Edison's interest in the Lansden Co., a manufacturer of electric delivery wagons, can be found in both collections. In addition, there are legal documents and correspondence in the Edison General File, closely related to the material in the Miller and Kellow files, which may at one time have been in those files.

### Legal Series Records Not Selected

### Legal Department Records

These records consist of correspondence, patent interference files, littled no case files, and other legal material. Established in 1904, the Legal Dept. dealt primarily with patent concerns, including applications, interferences, and infringement litigation, but it also handled a variety of other legal matters, such as real estate transactions, copyright and trademark cases, and the execution of agreements, assignments, and licenses. Edison's personal attorney, Frank L. Deyr, served as general coursel of the Legal Dept. until this resignation in 1912. Dyer's assistant, Delos Holden, succeeded him as head of the department and served until his retirement in 1921. Holden has succeeded by Henry Lanahan. Both Holden and Lanahan were assisted by William A. Hardy, who had worked as an assistant examiner with the U.S. Patent Office before joining the Legal Dept.

Selected items from this record group, primarily covering the years prior to 1911, were published in *Thomas A. Edison Papers: A Selective Microfilm Edition, Part IV.* Selections for the period 1911-1931 will be published in TAEP Part VI.

### Assignments of Motion Picture Rights, 1909-1927

These documents, unprocessed as of April 2007, consist of agreements segming the motion picture rights to short stories, plays, and other works. Each agreement is signed by an author or publisher holding copyright and by a representative of the Edison Manufacturing Co. or Thomas A. Edison, Inc. (TAE Inc.) Purchase prices range from \$10 to \$500. Included are agreements involving authors Mary Shipman Andrews, Bessie V. Bannon, Ralph Henry Barbour, Rex Beach, Richard Harding Davis, O. Henry, and Mark Swan. Many of the rights were subsequently reassigned by TAE Inc. to Robert L. Giffen, who purchased Edison's motion picture business in 1919. Some were reassigned to George Kleine, one of the founders of the Kalem Co., who formed a producing and distributing company known as the Kleine-Edison Feature Film Service in 1915.

LEGAL SERIES HARRY F. MILLER FILE

### Legal Series Harry F. Miller File

The Harry F. Miller File contains contracts, financial material, correspondence, interoffice communications, and ther legal and business records that were maintained by Miller in his capacities as Edison's personal business secretary (1908-1917) and as an official in several Edison companies. The dated items cover the years 1911-1923. There are also a few undated ledger sheets that are probably from the early 1900s. Most of the documents for the period 1917-1923 were handled by Miller's assistant, Richard W. Kellow, who succeeded him as secretary of Thomas A. Edison, Personal.

The documents are arranged in three groups that parallel the arrangement of the archival record group at the Edison National Historic Site. An item level finding aid for the record group is available. Related material can be found in the Richard W. Kellow File (Legal Series) and in the Edison General File Series.

Group 1:

Benzol Plant Correspondence (1915)

Group 2:

Ledger Sheets (ca. 1907) Allis-Chalmers Case Settlement (1911) Financial Material (1913-1914)

Chemical Correspondence and Contracts (1915-1919)

Group 3:

Legal and Personal Business Records (1911-1923)

### Legal Series Harry F. Miller File Records Not Selected

### Group 1

Meadowcroft Memoranda (1919-1924). Seven folders of routine interoffice communications to Miller from Edison's personal assistant, William H. Meadowcroft. The documents, which were originally stored together in a black binder, deal with mundane financial matters such as U.S. money orders, stamps, and currency.

Letterbook, (1907-1916). Selections from this letterbook appear in Thomas A. Edison Papers: A Selective Microfilm Edition, Part IV.

### Group 2

In addition to the unselected items characterized in the editorial descriptions for the four selected folders, unselected documents include production and shipment records for paraphrylenediamine, 1916; building permits and applications for new structures at Silver Lake, New Jersey, 1916; documents relating to the formation of Canadian Edison Phonographs, Ltd., 1920; routine monthly statements for a rarely-used Edison account at the First National Bank in West Orange, 1920-1925; receipts to Mina Miller Edison for mortgage payments on property owned by her on 10 Fifth Avenue in New York City, 1920-1925; and fur storage receipts for Mina Edison, 1928-1929, Issued to her brother John V. Miller.

### Legal Series -- Harry F. Miller File Group 1: Benzol Plant Correspondence (1915)

This folder, which covers the period January-April 1915, contains correspondence relating to the construction of plants to reclaim benzol from coal gases at the works of the Cambria Steel Co. In Johnstown, Pennsylvania; Woodward Iron Co. in Woodward, Alabama; and Dominion Iron & Steel Co. in Sydney, Nova Scotia. Most of the items are routine orders for parts and materials, handled by Edgar S. Opdyke, purchasing agent for the Edison Portland Cement Co. and manager of several of Edison's chemical plant Silver Lake, New Jersey. Other correspondents include Harry F. Miller, who received copies of the orders from Opdyke for approval. Some of the items bear brief marginal notations by Edison.

Approximately 15 percent of the documents have been selected. The unselected material consists of routine orders, shipping records, and correspondence pertaining to orders for the Edison Portland Cement Co.

Form 47-



### The Edison Portland Cement Co.

THOMAS A. HUISON, Chairman of Board W. S. MALLORY, President J. LINYON THOMPSON, Vice-President H. P. MILLER, Tressurer Why. P. Money, Sector & April Trees. Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDREIGS, STEWARTSVILLE, N. J.

PRILADELPHIA PALACEDE BAIMING NEW YORK N. V. 81. Jennes Bailding NEWARK, N. J. B. Jennes Bildge, N. Boston, Mass., Post Office Square I January 30, 1915. ms

Mr. H. F. Miller,

Edison Laboratory,

Orange, N.J.

Dear Sir:-

We attach hereto carbon copy of our letter to Jacob Wilson Estate, under date of the 29th inst., from which you will note that we have cancelled our previous instructions to increase their order to 58 castings; the order is to remain as originally given, i.e. 42.

We also attach carbon copies of our letter orders to the Kuebler Foundries, under dates of January 22nd and 28th, which when you confirm, we appreciate your mailting us copy for our files and future reference. This material is all chargeable to the Bennol Flant. We have omitted the price per pound for the castings as this has not been definitely settled on account of some extra labor which will be involved for working overtime and changing futures in order to make rush deliveries.

Yours very truly,

THE EDISON PORTLAND CEMENT COMPANY,

Pur Shasing Agent.

Tall

### [ATTACHMENT/ENCLOSURE]

7 mills

January 22, 1915

Ruebler Foundries,

Easton, Pa.

Gentlemen:-

Confirming verbal order given you today by the writer, you will please enter the following order in the name and for the account of Thomas A. Edison, Grange, H. J., who will later mail you-his regular confirmation order. Shipment of the material to be made to us here at New Village, N. J., you arranging, unless otherwise advised, to cart the castings to the Phillipburg D. J., by Preight Depot, so that we man receive they the same day of shipment:

fon (10) Cast Inputandard sections of Tower Column Steel, in accordance with patterns which will be delianted to you by way of express Monday or Incutody of noxt week, or which shipment will be made from Orange, N.J.

This order is placed with you with the distinct understand that you will furnish one casting daily or two daily, if in any way possible to do so, shipment at this rate to begin within a day or two after your receipt of the pattern, or in other words, just as quickly as it is possible for you to prepare the clasps and necessary equipment.

Price for clean rough castings to be

### [ATTACHMENT/ENCLOSURE]

of per pound delivered f.c.b. cars your Works, or if necessary to cart them, the minimum charge for carting

Yours very truly,
EDISON PORTLAND CEERNT CO.

Purchasing Agent.

ESO-RBS

to be allowed.

remain \$2

# Thomas a Edwar

# The Edison Portland Cement Co.

THOMAS A. HOLSON, Chairman of Board W. S. MALLORY, President J. Linton Thompson, Vice-President H. F. Miller, Tressurer Ww. E. Horms, Secy & Asst. Tress. Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

r.o. address, STEWARTSVILLE, N. J. February 1, 1915. ms

Mr. H. F. Miller,

Edison Laboratory,

Orange, N.J.

Dear Sir:-

We attach hereto carbon copies of our letter orders for material for the Bensol Plant. When you confirm kindly furnish us with copy of your order for our future reference.

The Ashton Valve Company, January 30th.

Orane & Co., January 30th.

January T., Company, January 30th.

January Co., Languary 30th.

January Co., Languary 30th.

January Co., Languary 30th.

January Co., Languary 30th.

THE EM SON PORTLAND CEMENT COMPANY, .

Segan D. Socy KO Purchaging Agent.

Enclos. 3

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### [ATTACHMENT/ENCLOSURE]

∦√

January 30, 1915.

Crano & Co.,

Mechanic Street,

Newark, N.J.

Gentlemen: -

Please enter the following order in the name an for the account of Thomas A. Edison, Orange, N.J., who will later mail you his regular confirmation order. Do not hold up shipment awaiting confirmation.

Consign material to us, via freight, to New Village,
E.J. Disw delivery. In the event that you cannot make immediate
chipment of the material from your Newark or New York stock, please
immediately wire we at all expense as it may be necessary for us
to get the fittings somewhere close locally.

Bighty (80) 4" Cast Iron Pipe Plugs

Five (5) 2" Countersunk Cast Iron Pipe Plugs. 
Although you will render the invoice in the mace of
Thomas A. Ediron, you will please small it to us hore at Stewartsville, M.J., as well as the bill of lading covering the shipment.
Yours very truly,

YTHE EDISON PORTLAND CEMENT COMPANY,

Cys tc Mr. H.F.Miller, Mr. John Bacon, Jr.

Purchasing Agent.

Parm 47.A

# The Edison Portland Germent Co.

Thomas A. Holson, Chairmen of Bos W. S. Mallony, President J. Lierton Thompson, Vice-President H. F. Millen, Treasurer Wm. B. Honne, Secy a Asst. Treas.

F. O. ADDRESS, STEWARTSVILLE, N.

February 5, 1915. ms

Mr. H. F. Mailler,

Orange, M.J.

Dear Sir:-

We attach herewith the following carbon copies of our letter orders placed for the account of Thomas A. Edison, which you will kindly comfirm. forwarding us carbon copy of your confirmation for our rearts. All of the orders have been placed for the Bensol Plant, with the exception of the one to the Kuebler Foundry Co., which is placed for the Keystone Plaster Company's 5' x 4' roll set.

/ Kuebler Foundry Company, February 1st, Crane Company, February 4th, Mr. O.R. Dean, General Electric Co., Feb. 4th. / Warren Foundry & Eachine Co., Feb. 4th. \*\*Lew Jersey Wire Cloth Co., Feb. 4th.

Yours very truly,

THE EDISON PORTLAND CETENT COMPANY,

Ogan D. Pog Ko

Purchasing Kent.

### THE EDISON CRUSHING ROLL CO. ROCK CRUSHERS L OFFICE, EDISON LABORATORY, ORANGE, N.J. WORKS OFFICE, STEWARTSVILLE, N.J.

Mr. H. F. Miller, Sec'y., Edison Laboratory,

Orange, N. J.

Feb. 12, 1925 9 Co.

We attach herewith carbon copies of

We also attach carbon copy of our

Dear Sir:-

our letter orders placed with the American Steel Foundries, Lehigh Car, Wheel & Axle Works and Wm. Sellers & Co. for the account of Thomas A. Edison, for material to be used

on the 5 x 4 ft. rolls for the Keystone Plaster Co., and request that you issue your regular confirmation, forwarding us, as in the past, carbon copy.

letter order placed for the account of Thomas A. Edison with the G. M. Davis Regulator Co., covering the material for Benzol plant, covering which we request that you issue your regular confirmation.

Yours very truly.

### [ATTACHMENT/ENCLOSURE]

Mr Borr Chart.

Fab. 10, 1915

G. E. Davis Regulator Co., 123 Liberty St.,

Hew York City.

Gontlomen:-

You will please enter the followise order in the man for the account of Thomas A. Misson, Grange, M.J., who will later mail you his regular confirmation order.

Shipment of the material to be made to Thomas A. Misson, o/o Cambria tree; o., wound town, Pa., via express. Do not hold up shipment partial confirmation order.

Although the material will be billed

in the name of Thomas A. Mison, you will please arrange to forward the invoice, as well as express receipt, to us at Stewartsville, F. J.:-

1 - 2° second Davis #1 Pressure Regulator or Reducing Valvo, to operate on water at an initial pressure of 20 to 50 lbo. and a delivery pressure of 15 to 20 lbs.

Price 930.00 net. less 40f, f.o.b.

ours chipping point, with freight allowed.

This confirms telephone order to your

office yesteriay and we understand that you will mire direct to your factory for immediate shipment.

Yours very truly,

ESO/WEC

THE EDISON PORTLAND CHEENT CO.,

Dunchantum toant



# The Edison Portland Cement Co.

RESS, STEWARTSVILLE, N. J. February 25, 1915.

Mr. H. F. Miller,

Edison Laboratory,

Orange, N.J.

Dear Sir:-

We attach herewith the following carbon ocpies of our letter orders covering materials placed for your account

for the Dominion Iron & Steel Co., Ltd., Riheard J. Lippey, Jacob Wilson Estate, Warren Pây & Machine Co. Lukens Iron & Steel Co., Feb. 24th. Feb. 24th, Feb. 24th,

Yours very truly,

Feb. 24th, THE EDISON-RORTLAND CEMENT COMPANY. .

Who we have the former of the post of the asing Agent. PORM 47-A

# Thomas a Edison

# The Edison Portland Cement Co.

THOMAS A. HOHOR, Chairman of Busico W. S. Mallony, President J. Linton Thompson, Vice-President H. P. Miller, Tressure Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

r. O. ADDRESS, STEWARTSVILLE, N. J.

F. D. ADDRESS, STEWARTSVILLE, N. J.

F. D. 25, 2915

Mr. H. F. Eiller,

Edison Laboratory,

Orange, N. J.

Dear Sir:-

We attach herewith copy of our letter order under date of the 25th inst. to Joseph T. Ryerson & Son, covering material placed for your account for the Canadian Benzol plant. As usual, youwill please issue your confirmation order, mailing us copy for future references.

Yours very truly,

THE EDISON PORTLAND CEMENT CO.,

Purchasing Agent.

ESO/WEC Encls:-2

1

### [ATTACHMENT/ENCLOSURE]

Joseph T. Hyerson & Bon,
Now York City.
Gentleson:

Feb. 25, 1915

You will please enter the following order in the mass and for the account of Thomas A. Miloon, Orange, H. J., who will later mail you his regular confirmation order. Mosever, do not bold up shipment awaiting this confirmation order, which will be a few days in reaching you.

Shipping Instructions:- Edison Fortland Coment Co., Rev Value, T. J., vin freight, D. L. & W. dolivery.

Vin acknowledging receipt of this order savice base price at which the steel will be furnished, f.c.b. care chipping point.

This order to placed with you with the understanding that you will arrange to make shipment of this material from your hoomton or versey City stock tomorrow morning, forwarding it via D. ), & W. Radirood.

### [ATTACHMENT/ENCLOSURE]

Mr. J.T.R.&Son. .

Raturally, you will not have the tauk steel of the exact size above specified, but you may furtish the with your stock sizes furnishing them in dimensions to that the above plates can be out with the minimum amount of waste.

In regards to the angle steel, ship the mearest lengths you have in stock longer than the sizes above specified.

Yours very truly,

THE EQUICOR PORTLAND COMMENT CO.,

Purchasing Agent.

ESO/GEC

# Shomas a Edison

## The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

March 24, 1915.

Mr. H. F. Miller.

Edison Laboratory

Dear Sir:-

We attach herewith the following

carbon copies of our letter orders covering material placed for the account of Thomas A. Edison for the Johnstown and Birmingham Benzol plants. As usual, you will please issue your regular confirmations, forwarding us copy here for our future references:-

### BIRMINGHAM Plant:-

D. W. Davis Regulator Co.

Walworth Manfg. Cc. Lukens Iron & Steel Co. Warren Foundry & Mach. Co. Ingersoll-Rand Co. Kuebler Foundries Co. Jacob Wilson Estate

The Crane Co.

JOHNSTOWN New Plant:-

March 20th Warren Foundry & Mach. Co. Kuebler Foundries Co. Jacob Wilson Estate

The Crane Company

Yours very truly,

3869

# CAMBRIA STEEL COMPANY

C1.22.		•/	
· • • • • • • • • • • • • • • • • • • •	ENGINEERING DEPARTMENT		
E.W. GLARKE GHIEF ENGINEER	ENGINEERING		
C	JOHNSTOWN, PA	April 3,	1915,
	John See	-	

Mr. W. H. Mason,

City.

Dear Sir: -

We can quote you delivery of two weeks or better, and price of 3-1/2 cents per pound for the following material. The weights are estimated -

imated -		
Cooler tanks27, Separator10,	800# # 47.75°3	
Separator	900# .	
Seal tank 2.	160#	_
Seal tank	700# \$ 1971.33	•
30" piping	208# / 20	_
Two cast iron 8" saddles	208# 450# 1791-3	5-
One manhole frame		

The price for the brass one inch spray nozzles will be

as follows: -

40-1" spray nozzles at \$3.00 each - \$120.00

Very truly yours. Carellack only Engineer.

April 3, 1915.

Cambris Steel Co., Johnstown, Pa.

Gentlemen:-

Replying to your quotation of April 3rd by Er. 2. W. Clarke, Chief Engineer, of 3-1/2 cents per pound for -

Cooler tanks	27,800 10,535# 900#
Seal tank	7,160# 700#
Two cast iron 8" radilys	208# 450#
Estimated weight, about	47,753#

and forty one inch oprov ozzice at \$3.00 a piece, we accept your quotation and wish you hold go ahead with this work at once, shipping to Woodward Iron Company, Woodward, Alabama. Confirmation of this will be forwarded from our Orange, Office.

Very truly yours,

THOMAS A. EDISON.

### Legal Series -- Harry F. Miller File Group 2: Ledger Sheets (ca. 1907)

These ledger sheets summarize Edison's personal finances in several categories. There are four sets of sheets with the titles "General Ledger," "I[nvestments?] & C[redits?], "I[aboratory] & M," and "investments Ledger." Although the accounts themselves are undated, the dates "Jany 1904," "Jany 1906," and "Jan 1907" are inscribed by Edison in the margin on one of the sheets. Many of the other entries are also annotated by Edison. Included are entries pertaining to Edison's investments in the bonds of the Lake Shore & Michigan Southern Railroad, New York Central Railroad, Union Pacific Railroad, and several other railroads, as well as in the stocks and bonds of his own companies. Also included are entries relating to the cost of various experiments with project numbers that correspond to those in Project Number Notebooks No-10-3-15 and No-20-11-7 (Thomas A. Edison Papers: A Selective Microfilim Edition, Part IV, reel 180). Most of the experiments date from 1907, although there is one from December 1903.

All of the documents have been selected.

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	manhattan Electrical Supply Ca	./7/
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#### Legal Series -- Harry F. Miller File Group 2: Allis-Chalmers Case Settlement (1911)

This folder contains agreements and correspondence relating to the settlement of a 1909 royalty dispute between Edison, the Allis-Chalmers Co., and other companies using Edison's crushing roll technology, the patents on which had recently been upheld by the courts. Included are the main agreement of November 23, 1911, along with supplementary agreements (exhibits) specifying the new terms under which royalties were to be paid and accounted. The companies involved include Casparis Stone Co., Church Quarry Co., Dunbar Stone Co., Empire Limestone Co., and Kelley Island Lime & Transport Co. Other individuals involved include Louis Hicks, counsel for Edison, and Walter S. Mallory, vice president of the Edison Crushing Roll Co., who witnessed most of the agreements.

Approximately 80 percent of the documents have been selected. The unselected material includes court-issued mandates, decrees, and stitutions pertaining to the withdrawal of appeals and the vacating of certain previous decisions.

Other documents relating to this case can be found in E-11-59 (Legal-Litigation) in the Edison General File Series and in Edison v. Allis-Chalmers Co. et al. (Thomas A. Edison Papers Digital Edition, QX001).

### Original Contracts

A. Contracts on termination of suit between Thomas Lalson, complement, and Allis-chalmers Co. et al, defendants, wherein Letters Patent No. 672,618 for Method of Breaking Rock and No. 672,618 for Apparatus for Breaking Rock wers sustained, as follows;

I. Contract, dated Nov. 29, 1911 between Thomas A. Edison and Allis-Chalmers Co., stating general terms of agreement, to which are amnexat;

 Exhibit A. being contract dated Nov. 29, 1911 between Thomas A. Edison and Dunbar Stons Co., granting li-

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- 2. Exhibit B, being contract dated Nov. 29, 1911, between Thomas A, gdison and gmpire Limsstone Co., granting license.
- 3. Exhibit C, being contract, dated Nov. 29, 1911, between Thomas A, Edison and Alla-Chalmars Co., setting forth terms on which Alla-Chalmars (Co. 18 to manufacture Edison dant Rolls for Mr. Edison and his future licenseen

II. contract, dated Nov. 29, 1911, between Thomas A. Edison and number grome go., providing that agreement of Alla-chalmers Co. to pay royal ty shall be taken as payment of royal ty payable under Emblish 4, 2012-18.

III. Contract, dated Nov. 29, 1911, between Thomas A. Edison and Repire Limstone Co., providing that agreement of Allis-Chalmers Co. to pay royalty shall be taken as payment of royalty payable under Emblist E. supra.

IV. contract, dated Nor 1911, between Thomas A. Edison and Church Quarry Co., consenting to making of Exhibit A, supra-

V. Contract, dated Nov. 22, 1911, between whomas A. Edison and Kelley Laland Lims & Transport Co., consenting to making of Exhibit B, supra.

B. Coniss of atipulation, decrees and injunction of Court, made, sntered and issued, upon termination of said suit, as follows;

I. Stipulation and decree of U. S. Circuit Court of Appeals dismissing appeal.

- II. Mandats of U. S. Circuit Court of Appsals.
- III. DBorse of U. S. Circuit Court sntsrsd on said Mandate.
- IV. Stipulation and dsoree of U. S. Circuit Court dismiss appeal, cancelling bond and vacating order for monthly reports.
  - V. stipulation and final deorse for injunction.

VI. Injunction with marshal's return of service on Alla-

NOTE: Service of injunction on the Casparis Stons Co. was made by registered mail and by serving copy on Edwards, gager & wooster, solicitors for defendants.

Dated DSo. 21, 1911.

LOUIS HICKS, Counsellor-at-law, VI Nassau Strest, New York, N. Y. THIS AGREMMENT MADE AND ENTERED INTO THIS 99 LA day of Smity, A.D. 1911 between THOMAS A. EDISON of West Orange, New Jorsey, party of the first part, and ALLISCHALMERS COMPANY, a corporation organized and existing under the laws of New Jorsey, with General Orfices at Milwalkes, wiscondin, party of the second part,

L.H.

#### WITNESSETH: that

WHEREAS: a suit is pending at the present time, commenced in the Circuit Court of the United States, Western District of New York, in which party of the first part is Complainant, and party of the second part, EMPIRE LIMISTONE COMPANY, are perendante, claiming infringement of UNITED STATES LETTERS PATENTS NOS. 672,616 and 672,617, each dated April 23, 1901, granted to and owned by party of the first part, covering a method of and apparatus for breaking rook; and

WHEREAS: a decision has been rendered in the said Circuit Court, Western nistrict of New York, sustaining said Latters Patents, from which decision the said defendants have taken an appeal; and

WHEREAS: it is mutually desired that said litigation be now terminated and that various matters involved therewith concerning the parties to this agreement be settled as hereafter stated;

NOW FOR THESE PURPOSES, IT IS HEREBY AGREED BETWEEN THE PARTIES AS POLLOWS:

<u>PIRST:....Party</u> of the second part agrees to withdraw at this time the appeal in the said suit brought by party of the first part in the Circuit Court of the United States, western District of New York, to consent to the entry of a final decree for an injunction according to the interlocutory decree and reciting payment of costs and settlement of part damages according to the provisions of this agreement, and to pay the taxable costs in said suit, and does hereby recognize the validity of said U. S. Lettere Patents Noc. 672,616 and 672,617 of April 25, 1901. Party of the first part agrees to concent to the cancellation of the bond filed in eaid suit by the Empire Limestone Company. Both parties agree to consent to the vacation of the order requiring the Empire Limestone Company to file monthly etatements and partially suspending the interlocutory injunction pending appeal.

SECOND:.....Party of the first part hereby releases, and agrees that all licensessunder him affected by this contract shall release, party of the second part, ite purchasers or any users of its machinery, from all claims of every kind for damages on account of past infringement of said Letters Patent Nos. 672,616 and 672,617, in set for as the plant of the Empire Limestone Company at Pekin, N. Y. and the plant of the Dunbar Stone Company at River Rouge, Nich, are concerned.

THIRD: )....At the present time the DUNBAR STONE
COMPANY, of River Rouge, Michigan, and the EMPIRE LIMESTONE
COMPANY, of Pakin, New York, are the owners of and are operating large Crushing or Sledging Rolls purchased originally
from party of the second part, which it is agreed; as
inetailed, constitute infringements of the said Letters
Patent before mentioned. IT IS HERREY AGREED that party of
the first part shall forthwith grant a licence to the said
DUNBAR STONE COMPANY and the said EMPIRE LIMESTONE COMPANY
under the patents before mentioned, and the said party of
the second part undertakes that the said DUNBAR STONE
COMPANY and ead EMPIRE LIMESTONE COMPANY, shall take out

such licence, in the form and on the terms of the copies of licensee hereto attached, marked in the case of the DUNBAR STONE COMPANY, "EXHIBIT A", and in the case of the EMPIRE LIMESTONE COMPANY, "EXHIBIT B". Party of the first part agress to and does hereby release the said DUNBAR STONE COMPANY and the said EMPIRE LIMESTONE COMPANY from all obligations for the payment of all royalties as set forth and specified in eald "EXHIBIT A" and "EXHIBIT B" respectively, and in lieu thereof it is agreed that party of the second part shall pay the party of the first part revalties as hersafter stated in full settlement of all royalties due on account of the two installations before mentioned, viz:

Six-tenthe (6/10ths &) of a cent per cubic SIX-tentine to Letter process of the control yard of all material crushed by or passes through the Rolls at the Flant of the SUDE COMPANY, and which may be crushed broken stone, including acronings and waste, when the same is sold or used in making Sand when the same is sold or used in making Sand

unen the same as sud or used an making ound Line Bricke, friticial Stone, Blocks, Line, etc. but no royalty is to be paid on such screenings and waste if not sold or used in the manufacture of Bricks or Artificial Stone, Blocks, Line, etc. One-half (1/28) cent for every ouble yard of all material crushed by or passed through the Rolls at the Plant of the EMPIRE LIMESTONE COMPANY and which may be crushed or breken stone, including screenings and waste, when the same is sold or used in making Sand Lime Bricks, Artificial Stone, Blocks, Lime, etc., but no royalty is to be paid on such scrssnings and wasts if not cold or used in the manufacture of Bricks or Artificial used at the manufacture of the are year in the second of the Empire Limestons Co., in any one year during this war are for the Empire Limestons Co., in any one year during this war of the material in case of the Empire Limestons Co., in any one year during this way to have yet that in the event that it has the material in the year. however that in the event that the material plant of the Empire Limestone Company or any plant of the Empire Limestone Company or any plied by the Empire Limestone Company or any plied by the Empire Limestone Company to other than the Landawama Steel Company or as supplied to others by the company of the in any one year during this agreement shall become and be of no effect, and provided also that said royalty shall be paid by the party of the second part to the party of the first part on all screenings and waste in excess of said three hundred thousand cubic yards hereafter crushed by or paesed through said rolle and cold to othere than the Lackawanna Steel

Company.

With the exception before mentioned regarding payment of royalties, the terms and conditions of the licenses as per "EXHEBIT A" and "EXHIBIT B" remain in force and effect, and the royalties specified in this paragraph which party of the second part shall pay party of the first part on the two mentioned installations shall be paid at the times and in the manner set forth in said "EXHIBIT A" and "EXHIBIT B" for the payment of the royalties therein mentioned.

Nothing in this agreement however shall prevent party of the second part or said DUNAR STONE COMPANY or EMPIRE LIMESTONE COMPANY, or their successors, from discontinuing the use of said grushing Rolls, in which event the payment of royalties as herein stated shall thereupen cease, and the license "EMHIBIY A" or "EMHIBIY B" be terminated, so far as the rolls, the use of which has been discontinued, are concerned.

NOUNTH:.....It is agreed by and between the parties herete that the party of the second part shall, on the terms and conditions specified in the Supplemental Agreement hereto attached, marked "EXHIBIT C", and made a part hereof, manufacture all EDISON CHUSHING ROLLS hereafter built, for the party of the first part or his licensees, under said Letters Patent Nos. 672,616 and 672,617. It is understood however that the foregoing provision does not superside or apply to rights which the party of the first part may here-tofore have granted conflicting therewith.

PIFTH:....Party of the first part agrees hereafter, in connection with plants using his said rolls, to recommend and urge, the use of ALLIS-CHAMMENS COMPANY'S engines and moters wherever the opportunity is offered. Party of the second part agrees hereafter to recommend and urge the use of EDISON GRUSHING ROLLS made and operating according to the

the inventions described and claimed in said Latters Patent Nos. 672, 616 and 672, 617 wherever the opportunity is Offered and conditions are favorable and such use will not conflict with the interests of the party of the second part.

SIXTH:....In case said United States Patents Nos. 672,616 and 672,617, should hereafter be declared invalid by the final decree of the highest Court of competent jurisdiction, in which the suit or action may be tried, then the royalties provided for herein chall cease and determine, and this agreement shall also cease and determine.

SEVENTH:.....Party of the first part agrees to assist party of the second part in disposing of the said orushing rolls of the Empire Limestone Company at Pekin, E. Y. to a licensee acceptable to the party of the first part.

RIGHTH.....Party of the second part shall have the right to terminate its obligation to manufacture EDISON CRUSHING RGLLS upon three months' written notice, in which svent the right to manufacture the same shall terminate, but in such case it shall not be relieved from its obligation to pay royalties for the future operations of the installations now at the plante of the DUNEAR STORE COMPANY and the EMPIRE LIMSSTONE COMPANY on the basis herein specified.

WITNESS:

ALLIS-CHALMERS COMPANY

By DW Gall PRESIDENT

# EXHIBIT A EDISON CRUSHING ROLL CO. MEMORANDUM OF AGREEMENT METALLIZATION EDISON GIANT ROLL CRUSHER

MEMORANDUM OF AGREEMENT, made and entered into this 27 day of November,

A. H., A. D., 19/(, by and between THOMAS A. EDISON, of Llewellyn Park, West Orange, County

of Essex and State of New Jersey, hereinafter called the Licensor, party of the first part; and

The DUNGAR STONE Co. OR FURS ROUGH, MICH.

hereinafter referred to as the Licensee, party of the second part:

WHEREAS, the Licensor has obtained Letters Patent of the United States, and has filed application for Letters Patent of the United States, as follows:

#### LETTERS PATENT.

Grushing Rolls, No. 567,187, Suph. 8, 1896; Method of Breaking Rock, No. 672,616, April 23, 1901; Apparatus for Breaking Rock, No. 672,677, April 23, 1901; Grisding or Grushing Rolls, No. 674,677, May. 14, 1904; Apparatus for Soccessing Pulverland Material, Mo. 675,6737, May. 88, 1901.

#### -APPLICATIONS FOR LETTERS PATENT:

-Giaut Rolls, filed January 13, 1903, Scrial No. 138,813; -Cruching Rolls, filed Sept. 7, 1906, Scrial No. 333,607.

AND, WHEREAS, the Licensee is desirous of obtaining a license under said patents and papelasions according to the conditions hereinafter named, within the following named territory, and is desirous of seastlings and operating at on name a chosen quarry within such territory, at least one (1) complete Edison Giant Roll Crusher, and is desirous—of-lawing the said apparatus—constructed number the control and general superintendence—of-the-Licensory the description of the said territory being the following, to wit:—

WAYNE COUNTY IN THE STATE OF MICHICAN.

AND, WHEREAS, the Licensor is willing to grant such license under said Letters Patent and-applications, for the said territory, subject to the conditions and for the purpose hereinafter named, and is willing to undertake the control and superintendence of the construction of the said Edison Chant Roll Crusher.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Licensor hereby grants to the Licensee, subject to the conditions hereinment and a scalarious license under the said Letters Patent and-may Letters Patent wither
ment parameter be granted on said applications, within and throughout the said total territory
above described, for the purpose of crushing for all uses (except for direct use in the manufacture of cement), limestone, gueiss or other rock, which may be found within the said territory,
but not including iron or other ores.

SEGOND:—The Licensee barely agreed to -install within the above specified tegrinos, within one year from the date of this agreement, an Edison Giant Rull Gressfer with secondary rolls and screens and other equipment, including III steam shovels, cars, locomotives, etc., which the Licensog and trentifies shall mutually determine to be necessary for operating state-strettly-acomplete-plant-for-enthing stone. If for one p-reson, which is unavoidable and the

youd the control of either of the parties hereto, its completion should be delayed beyond the said one year period, the Licensor, upon written application, shall grant a resonable extension of said time limit. The Licensee further agrees to place gades refor the machinery in accordance with the stipulations of this control as soon as the plans are definitely decided upon, and all said machinery is to be defirered to Licensee's property within nine (9) months from the date of this essuffered.

THIRD: The construction and installation of the said Edison Ciant Roll Crusher, and any additional Crusher or Crushers thereafter that may be required by the Licensee shall be carried out in the following manner: The Licensor shall have control and superintendence of the design of the machinery and of its manufacture and inspection; he will obtain bids from reliable concerns for its manufacture and will recommend to the Licensee the acceptance of such bids as he considers most favorable. The orders for machinery shall be placed for the account of, and subject to the confirmation of the Licensee and the Licensee shall pay all invoices for parts received from or manufactured, in accordance with the regular terms of the manufacturer. or in accordance with any special terms which may he agreed upon before placing the order. It is agreed that if it become necessary for the Licensor to have any work done at his own plant in connection with the manufacture of any of said crushers or to furnish any part or parts thereof, then the Licensor shall have such work done and shall farnish such parts, and for any part or parts so furnished and work done at the plant of the Licensor, the latter will charge the Licensee only the actual cost of same, it being understood that all of the said machinery is to be furnished at cost to the Licensee without addition of any manufacturing or selling profits hy the Licensor. After orders have been placed, as ahove provided, the Licensor shall have entire charge of the manufacture of said machinery and will, free of expense to the Licensee, inspect the different work, as it progresses, at such time or times as the Licensor thinks necessary. The Licensor will furnish and loan to the manufacturers of the Edison Giant Roll Crusher or parts thereof, all necessary detail drawings and all patterns except when these vary from the Licensor's standards, free of any charge to the Licensee except the necessary cost of transportation to and from the shops of such manufacturers. Every said Edison Giant Roll Crusher and Secondary Crushing Rolls to he manufactured under this agreement shall he of the best material and workmanship and of the latest and most improved design of the Licensor and the machine shall be complete in all its parts and constructed to suit the work in its particular territory, so far as such work can be foreseen. The size of the said Crusher (or Crushers) is to he determined by the Licensor and to be approved by the Licensee as meeting the different requirements.

FOURTH: The Licenson, at his own expense, shall cause one or more of his compount of the property of the part of the Licenson and of the Licenson and determine as far as possible the plans to be followed so that the said machinery may be justified to the best davantage. The Licenson, as soon as possible thereafter, and a thir own expense, will make the drawings for the foundation and installation of the Centarian. The Licenson will lake it desired, in one far as the case, make drawings choosing in

a general way the arrangement of the Crueber in the plant, with reference to the remaining pair tion thereof, charging only the wages of the draughtsman to the Licensee, but the Licenser shall not be responsible for the cretical or arrangement of the crusher with reference to the plant, which matters, it is conjumplisted, shall be under direction and control of a competent engineer or construction of a single time to be underly the Licensee. The Licensor will give to the Licensee, in of ar as he reasonably can, the benefit of his advice and experience in conjunction with the said Crusher installation and will assist the said draughtsman to be qualified and the said crusher programment of the s

RIFTH. The erection and starting up-of-such erusher-installed under this expressions be in accordance with the plans and instructions of the Licensor and shall be medif the control and superintendence of a competent man to be furnished by the Licensor, who shall remain with the Crusher, after it has been installed, long enough to guidely limited! that the machine is operating successfully and satisfactorily. The Licensor superior series of said man at the rate of Five Dollars and fifty cents (\$5.50) For 40x, including the time during which he is engaged at the Licensor plant, tray-lieft furction and entiring therefrom, and shall also plus his board while engaged at the Licensor span, tray-licensor span, and all eightimate traveling expenses from New Village, New Jersey of an equivalent point and return. The Licensor guarantees that each said Delasor Gruther made under this agreement, if made by manufacturers whose bids are approved by firm, and if properly installed and properly operated, will operate successfully and witth the three works for switched the work is designed, in proper contents.

SIXTH: The Licensee agrees, from time to time, as the market for crushed stone in said territory or controlled thereby shall warrant, to install such additional Edison Crushing Rolls as may be necessary to adequately supply the market for crushed stone within or controlled by the said total territory, all said crushers to be constructed, inspected, installed and operated in the same manner as the first or test crusher hereinabove provided for, although the size of the same may he different therefrom. The Licensee shall use every reasonable effort to further the interests of the Licensor within said territory, and if at any time the Licensor believes that the business within or controlled by the said territory, is not being properly developed by the Licensee, and that the patented or non-patented apparatus of the Licensor is not being introduced therein to an adequate extent, the question of installation of additional Edison Crushers therein shall be submitted to arbitrators, each of the parties hereto appointing one arbitrator, and the two so appointed selecting a third, and the decision of any two of said arbitrators shall be accepted as final and binding by the parties thereto. If the Licensee shall not with due diligence comply with the decision of said arbitrators requiring the further installation and equipment of additional crushors within the said territory, or if the Licensee shall refuse to appoint an arbitrator or to submit the matter to arbitration, as above provided, the exclusive license hereby granted shall-terminate-but-the-Licensee-shall-be-entitled-to-a-non-exclusive-license-as-to-the-plant-orplants then in operation, or under construction and the Licensor shall be free to grant licenses within said territory under the said patents and applications, to any person, firm or corporation.

SECONO

EDITORITH The Licensee shall pay a license fee, or royalty, to the Licenser, his heirs and assigns, on all stone passed through—say. Edition Giant Roll Crusher—satelliels under the terms of this agreement of two (a) cents for every cubic yard of crashed stone by measure or for every two thousand four hundred pounds (2,400 lbs.) by weight, it being agreed for this contract that the weight of a cubic yard of crushed stone is to be estimated at two thousand four hundred pounds (2,400.) The above royalties apply to all material crushed or passed through the Rolls and which may be crushed or broken stone, including the screenings and waste, when the same is sold by the Licensee or when used by the Licensee for use in making sand-lime bricks, artificial stone, blocks, lime, etc., but no royalty is to be paid on such screenings and waste if not sold by the Licensee or if not used in the manufacture of bricks or artificial stone, blocks, lime, etc., by the Licensee.

THIRD BIGHTH. It is further provided that if at any time after one or more Edison Giant Roll Crushers have been installed in accordance with the provisions hereof, the Licensee shall conclude that the further use of said patented or unpatented machinery is inexpedient and that it desires to discontinue such use, then the Licensee shall notify the Licensor in writing of this fact. The license granted by this agreement shall thereupon terminate and the Licensee shall not make use of the said patented or unpatented machinery thereafter for the purpose of crushing stone for any use whatsoever, and the payment of royalties by the Licensee shall be discontinued. When the said license is terminated either by reason of the discontinuance by the Licensee of the use of the said patented or unpatented machinery, or because of the cancellation of the license hereby granted by the Licensor, in accordance with any of the provisions of this agreement authorizing such cancellation, the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of said liceuse to any other licensee of the licensor on the best terms which can be procured and if sold to such other licensee, the said machinery shall be used for crushing stone in the territory of such other licensee and not elsewhere in accordance with the terms and provisions of any license contracts between the Licensor and such other licensee, and the Licensor shall be informed by the Licensee when any such sale is being negotiated, the Licensor will assist the Licensee, free of cost, in making such sale, provided the machinery is suitable for the work to be done in the territory of such other licensee. If the machinery is not disposed of in this manner, then the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of its license, as scrap, and for no other use or purpose, and will make a written guarantee to the Licensor to this effect before it sells the machinery; and any such purchaser or purchasers of the said machinery from the Licensee, as scrap, shall have no right or license to make use of the said machinery for the crushing of stone or of any other material. It is understood, however, that before any of such Edison Machinery is sold to a third party as scrap, the Licensee will give the Licensor opportunity by notifying him in writing, to buy the said machinery at the current market price of scrap iron, provided the Licensor wishes to buy the same for himself or others. Before making any

such sale of the said machinery either to another licensee of the Licensor or to any third party, as corep, the Licenses shall notify the Licensor in writing of the purchaser's name and address.

NINTH: If at any time after one or more Edison Giant Roll Crushors have been just atlated and operated under this agreement, the Licensee shall conclude that the payment of the stated royalty per too has become unduly large, it may elect to relinquish its juff to an exclusive license and pay the Licensor a royalty of only one and one-half (\*\*\*) cents per cubic yard if stone is measured, or per 4,000 pounds by weight, on all-stone crushed in said machinery within said territory; or it may elect to retain the goal-tife license and to refer the readjustment of the royalty to arbitration, the parties begree faces electing an arbitrator, and these two arbitrators selecting a third; the decision of any two of said arbitrators shall be accepted by the parties between the contract of the contract of the payment of the exercised, unless fas a result of improved apparatus or processes invented or used by competitors of the Licensee, the market price of crushed stone is so reduced as to make the payment of the facilities of the contract commercially improactionable.

any person, firm or corporation, so long as the exclusive license hereby granted for-sird territory shall be retained by the License, any license or territorial right, quader said patents, within any part of the territory aforesaid, in connection with the erutiling of stone as aforesaid, but the Licensor reserves the right to grant in said erritory licenses or territorial assignments under said patents for the crushing of from ore or any other ore; and the Licensor also reserves the right to grant irrefund to segment to the right to grant in the first properties of the remaining of the properties of the remaining of the remaining of the properties of the remaining of th

FOUNTH

LEWENTH— The Licensee shall not move, nor permit the removal of emp Edison

Giant Roll Crusher, on-d-nay-Relicon-secondary-crushess out of the said territory, or erect any
plant containing any such crusher outside of the said territory, or shall the Licensee make use
of any of the crushing plants hereinshove provided for to be installed within said territory
for crushing rock from outside of said-territory without first having received the written consent

clabel-integrate. Theretes

THE Licensee shall keep separate books showing the amount of stone crushed by the crushing plant herein provided for, and such books shall be open and accessible to the Licensor or his duly authorized representatives at all reasonable times. In the case of—a quarry or quarries, whose whole product will be shipped over one or more railroads, or other transportation systems, the Licensor may elect and require that the royalities herein payable shall be based on the shipping receipts of the railroads or other transportation systems, by which the product of the plant or plants licensed in this agreement may be handled, and for the purpose of this agreement, in the case of such election, the total amount of the crushed stone shipped from such licensed plant, or plants, will be considered as the output thereof, whereon said royalities shall be payable. The Licensee shall, for each month, (whether plant is running or not), furnish the Licensor, in duplicate, a report of stone crushed for each plant separately and in such

standard one-page form as the Licensor may require for his records, which reports shall be mailed not later than the seventh (7th) day of the succeeding month, and the report shall be given for each day of the month, and under the heading of size, so as to show the amount of each size of stone crupled per diem.

The royalties above provided for shall be payable monthly and the Licensee shall remit to the Licensor the amount of royalties for each calendar month on or before the twentieth (20th) day of the succeeding month.

THE CHENNEH.—The Lieunos-opens, at his own suppose, when requested in writings by the Lieunsee so to do, and provided the exclusive rights herein guarded shall be pleated by the Lieunsee as herein provided, to prosecute such infringements as the Lieunose way designate within any part of the said territory, of any of the said patents like-finally be employed by the Liennese, so as to thereby protect the Lieunese and present of exclusive rights hereby granted, and the Lieunos also agrees, at his own cryganer, to defend any suits which may be brought against the Lieunese for the infringement of any patents by the use of the appraxius hereby licensed, and to indemnify and fave harmless the Lieunese against all costs and damages which way be recovered agents the Lieunese in any such suit or suits. In the event of any such suit or suits, patent to the control of the con

CINETY THE ICENSE AND THE ICENSE HER BY A STATE AND THE ICENSE AND

THE Licenses agrees to give the Licenses, along as this contract may in force, and subject to all the terms and conditions herrof, the heartist Goall the improvements that he may make, whether the same are patiented or not, relating to the apparatus for crushing atoms or designed for use in direct connection therewith, when such apparatus is made that the unprocess consend by the license hearby geneted.

SEVENTH The Licensee shall be permitted in advertising and other printed matter to refer to the fact that the apparatus used is manufactured under the Thomas A. Edison patents, but no other representation shall be made by which the impression may be created that the Licensor is connected with the Licensee in any other capacity than as Licensoe.

STITUTES THE Licenses hereby expressly recognizes and acknowledges the strength of the Letters Patent under which this license is granted, and each of them; and d-any-patents which may hearston be granted upon any of the applications and inventions; under which this licenses is granted, admits the title of the Licensor in and to the said inventions, patents and applications, admits that the Licensor has the right and power to grant the rights and licenses applications, admits that the Licensor has the right and power to grant the rights and licenses

herein granted, and agrees, during the existence of this contract, not to contest or attack the validity of any of the said patents, either directly or indirectly, and further, the Licensee agrees not to make or be interested in any similar or like machine or apparatus, either directly or indirectly. The Licensee agrees not to install & crusher manufactured, under the Thomas A. Edison patents, except as add enucher or combers, is or some manufactured under all the terms and conditions rescribed by this fagereement, except or most of most of new factors.

NINTH.

ROHLEDWITH. The license hereby granted is personal to the Licensee and its successors in business. It confers no right to assign this license without the written consent of the Licensor and it applies only to crushing plants located within said licensed territory and subich name he owned and operated by the Licensee.

Provided, however, that if any one of the construction of law, he sold or transferred to a single person, from or corporation, the said processes shall, at any time voluntarily, or hy operation of law, he sold or transferred to a single person, firm or corporation, the said purhaser or transferre shall be entitled to operate the said plant on-phoses under the terms and conditions hereof, and subject to the payment of royalities as herein provided, but no such person, firm or corporation, shall, by reason of such purchase, or transfer, he entitled to construct, erect or operate additional plants embodying the said patented and supposented apparatus without the written consent thereto of the Licensor. Series memora only area or sono Consumer consert met Licensors and Active more read included and the consent in the consent t

THE THIS agreement shall cease and determine and may be canceled by the Licensor, in case of the failure of the Licensee to pay the royalties herein provided, or a breach of any of its conditions, covenants or stipulations by the Licensee.

But this agreement shall not be canceled for failure to pay the royalties, as above proorder of for breach of any of its conditions, covenants or stipulations, until the Licensor shall first
notify the Licensee, in writing, of the default or breach, specifying the same, and thereupon the
Licensee shall have the opportunity, within sixty (60) days thereafter, of paying the amount of
royalty so in default, or of correcting such breach, and if said payment is made or said breach is
corrected within the said period of sixty (60) days, this agreement shall continue in full force and
feet until terminated for any reason or surrendered by the Licensee; thut, in case of a second
similar default or similar hreach, but thirty (90) days notice shall be given, in which to make the
defaulted payment or to correct the breach; and no notice shall be given or time for payment
allowed in the case of any subsequent default of payment or breach of the conditions, covenants
or stipulations of this agreement shall, in any way, wave any right, either at
law or in equity, to sue for and recover damages for the hreach or violation of the said agreement,
or for any other appropriate relief, or recovery.

ELEVENTH.

The rights, privileges and obligations of the respective parties in and to this license agreement, except as hereinahove otherwise provided, shall inure to and be assumed by the executors, administrators and assigns of the Licensor, and by the successors in husiness of the Licensor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

That Ex

Nonallong

Witnesses,-

Dunbar Stone Company, Havris I. Dunbar Ins

## EXHIBIT B EDISON CRUSHING ROLL CO. MEMORANDUM OF AGREEMENT

EDISON GIANT ROLL CRUSHER

EDISON GIANT ROLL CRUSHER

MEMORANDUM OF AGREEMENT, made and entered into this \$\frac{1}{2}\$ day of November 4. A. D., 101, by and between THOMAS A EDISON, of Livevellyn Park, West Orange, Country of Emerg and State of New Jersey, horsinetter culted the Licensor, party of the first part; and developed the Advance Comment of Parties All States (Section of Parties All States).

hereinafter referred to as the Licensee, party of the second part :

WHEREAS, the Licensor has obtained Letters Patent of the United States, and has filed application for Letters Patent of the United States, as follows:

#### LETTERS PATENT.

Crushing-Rolle, No.-567,489, Sept. 4, +4894; Method of Breaking Rock, No. 672,616, April 23, 1901; Apparatus for Breaking Rock, No. 672,617, April 23, 1901; - Grinding or Crushing Rolls, No.-694,679, May 14, 1904; Apparatus C. Sezensing, Pulvestand Material, No.-675,677, May 28, 190

#### APPLICATIONS FOR-LETTERS PATENT.

Giant Rolls, filed January 13, 1903, Serial No. 138,813; Gruehing Rolls, filed Sept. 7, 1906, Serial No. 333,607.

AND, WHEREAS, the Licensee is desirous of obtaining a license under said patents and applications according to the conditions hereinsfer named, within the following named territory, and is desirous of inselling one operating at our uses a stone querry within such territory, at least one (1) complete Edison Giant Roll Crusher, and is desirous—of having the said apparatus constructed under the control and general superintendence—of the hierarchy the description of the said territory being the following, to wit:—

LEWISTON COUNTY IN THE STATE OF NEW YORK

AND, WHEREAS, the Licensor is willing to grant such license under said Letters Patent and applications, for the said territory, subject to the conditions and for the purpose hereinafter named, and is willing to understate the control and superintendence of the construction of the said Edison Clean Roll Gruebter.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Licensor hereby grants to the Licensee, subject to the conditions herein after rismed, as—subsistion license under the said Letters Patent and any Listese Patent which may hereaften be granted on-seid-applications, within and throughout the said tool territory above described, for the purpose of crushing for all uses (except for direct use in the matufacture of cement), limestone, gueiss or other rock, which may be found within the said territory, but not including rion or other ores.

SECOND: The Liceuses hereby agrees to install within the show appelled testines, within one year from the date of this agreement, an Edition Ginzi Eul-Grutter with secondary rolls and screens and other quipment, including HII steam shovels, cars, bocomotives, etc., which the Liceuser and the requipment including the to be necessary for operating satisfacestiffs complete plant for exching stone. If the new reason which its measurables and the

youd the control of either of the parties hersto, its completion should be deleged beyond the said one year period, the Licensor, upon written application, shall grant a resonantic extension of said time limit. The Licensee further agrees to place orders for the machinery in accordance with the stipulations of this contract as econ as the plans are definitely decided upon, and all said machinery is to be delivered to Licensee's property within nine (9) months from the date of this contract.

THIRD ... The construction and installation of the said Edison Ciant Roll Crusher, and any additional Crusher or Crushers thereafter that may be required by the Licensee shall be carried out in the following manner: The Licensor shall have control and superintendence of the design of the machinery and of its manufacture and inspection; he will obtain bids from reliable concerns for its manufacture and will recommend to the Licensee the acceptance of such bids as he considers most favorable. The orders for machinery shall be placed for the account of, and subject to the confirmation of the Licensee and the Licensee shall pay all invoices for parts received from or manufactured, in accordance with the regular terms of the manufacturer, or in accordance with any special terms which may be agreed upon before placing the order. It is agreed that if it become necessary for the Licensor to have any work done at his own plant in connection with the manufacture of any of said crushers or to furnish any part or parts thereof, then the Licensor shall have such work done and shall farnish such parts, and for any part or parts so furnished and work done at the plant of the Licensor, the latter will charge the Licensec only the actual cost of same, it being understood that all of the said machinery is to be furnished at cost to the Licensee without addition of any manufacturing or selling profits by the Licensor. After orders have been placed, as above provided, the Licensor shall have entire charge of the manufacture of said machinery and will, free of expense to the Licensee, inspect the different work, as it progresses, at such time or times as the Licensor thinks necessary. The Licensor will furnish and loan to the manufacturers of the Edison Giant Roll Crusher or parts thereof, all necessary detail drawings and all patterns except when these vary from the Licensor's standards, free of any charge to the Licensee except the necessary cost of transportation to and from the shops of such manufacturers. Every said Edison Giant Roll Crusher and Secondary Crushing Rolls to be manufactured under this agreement shall be of the best material and workmanship and of the latest and most improved design of the Licensor and the machine shall be complete in all its parts and constructed to suit the work in its particular territory, so far as such work can be foreseen. The size of the said Crusher (or Crushers) is to be determined by the Licensor and be approved by the Licensee as meeting the different requirements.

EQUIRATI.—The Licensor, at his own supense, shall cause one-or-succe of his comprises aginers to sixt the site for the said Crusher (or Crusher) in order to decide—are 50 fibe best method of installing the said machinery. Upon said vint or installing the representatives of the Licensor and of the Licensor shall determine as fer all possible the plants to be followed so that the said machinery may be justified for the best advantage. The Licensor, as soon as possible thereafter, and it will be a superior of the control of the

regularial may the arrangement of the Crusher in the plant, with reference, to the emissions guistion thereof, charging only the wages of the draughtsman to the Licensee, but the Lipenfords shall not be responsible for the errection or arrangement of the cuttier plant, nor for the arrangement of the Crusher with reference to the plant, which matters, it is contained that the under the direction and control of a competent engineer or consequently draughtsman to be employed by the Licensee. The Licensor will give to the Libenfoe, in so far as he reasonably can, the benefit of his advice and experience in conjunction with the said Crusher installation and will assist the said draughtsman or gugetfor, as far as possible, regarding the installation of the said trusher programment of the said crusher by correspondence or personally at the plant of the Edison Portland Cement Company, at New Yulletfo, New Jersey, or at the Edison Laboratory, Orange, New Jersey, as the Licensor merchants.

NIETH. The section and starting up of such anushor-installed-under-his-agreement, the in accordance with the planus and instructions of the Licensor and shall be under the control and superintendence of a competent man to be furnished by the Licensor, who shall remain with the Crusher, after it has been installed, long enough to satisfy himself that the machine is operating successfully and satisfactorily. The Licensor shall pay for the services of said man at the rate of Five Dollars and fifty centre (\$5.50) For day, including the time during which he is engaged at the Licensor's plant, trayleing thereton and returning therefrom, and shall also pay his board while engaged at the Licensor's plant, and all legitimate traveling expenses from New Village, New Jersey, or an equivalent point and return. The Licensor guarantees that each said Edizon Grusher made under this agreement, if made by manufacturers whose bids are approved by fitm, and if properly installed and properly operated, will operate successfully and with the time successfully and with the time successfully and

SIXTH: The Licensee agrees, from time to time, as the market for crushed stone in said territory or controlled thereby shall warrant, to install such additional Edison Crushing Rolls as may he necessary to adequately supply the market for crushed stone within controlled by the said total territory, all said crushers to be constructed, inspected, installed and operated in the same manner as the first or test crusher hereinabove provided for, although the size of the same may he different therefrom. The Licensee shall use every reasonable effort to further the interests of the Licensor within said territory, and if at any time the Licensor believes that the business within or controlled by the said territory, is not heing properly developed by the Licensee, and that the patented or non-patented apparatus of the Licensor is not being introduced therein to an adequate extent, the question of installation of additional Edison Crushers therein shall be submitted to arbitrators, each of the parties hereto appointing one arbitrator, and the two so appointed selecting a third and the decision of any two of said arhitrators shall be accepted as final and binding by the parties thereto. If the Licensee shall not with due diligence comply with the decision of said arbitrators requiring the further installation and equipment of additional crushers within the said territory, or if the Licensee shall refuse to appoint an arbitrator or to admit the matter to arhitration, as above provided, the exclusive license hereby granted shall-terminate, but the Licensee shall be entitled to a non-exclusive license, as to the plant-or plants then in operation, or under construction and the Liconsor shall be free to great licenses within said territory under the said patents and applications, to any person, firm or corporation.

SECONO

CEMENTH: The Licensee shall pay a license fee, or royalty, to the Licenser, his heirs and assigns, on all stone passed through "self- Edison Giant Roll Crusher installed under the terms of this agreement of two (2) cents for every tow bluesand four hundred pounds (2,400 lbs.) by weight, it heing agreed for this contract that the weight of a cubic yard of crushed stone is to be estimated at two thousand four hundred pounds (2,400 lbs.) by weight, it heing agreed for this contract that the weight of a cubic yard of crushed stone is not estimated at two thousand four hundred pounds (2,400). The above royalties apply to all material crushed or passed through the Rolls and which may be crushed or hundred stone, including the screenings and waste, when the same is sold by the License for use it licensee for use in making and dime bricks, artificial stone, blocks, lime, etc., hut no royalty is to be paid on such screenings and waste if not sold by the Licensee or if not used in the manufacture of bricks or artificial stone, blocks, lime, etc., by the Licensee.

EXCHANGE: It is further provided that if at any time after one-on-more Edison Giant rushers have been installed in accordance with the provisions hereof, the Licensee shall Roll Crushers have been inst conclude that the further use of said patented or unpatented machinery is inexpedient and that it desires to discontinue such use, then the Licensee shall notify the Licensor in writing of this fact. The license granted by this agreement shall thereupon terminate and the Licensee shall not make use of the said patented or unpatented machinery thereafter for the purpose of crushing stone for any use whatsoever, and the payment of royalties by the Licensee shall be discontinued. When the said license is terminated either by reason of the discontinuance by the Licensee of the use of the said patented or unpatented machinery, or because of the cancellation of the license hereby granted by the Licensor, in accordance with any of the provisions of this agreement authorizing such cancellation, the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of said license to any other licensee of the licensor on the best terms which can be procured and if sold to such other licensee, the said machinery shall be used for crushing stone in the territory of such other licensee and not elsewhere in accordance with the terms and provisions of any license contracts between the Licensor and such other licensee, and the Licensor shall be informed by the Licensee when any such sale is being negotiated, the Licensor will assist the Licensee, free of cost, in making such sale, provided the machinery is suitable for the work to be done in the territory of such other licensee. If the machinery is not disposed of in this manner, then the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of its license, as scrap, and for no other use or purpose, and will make a written guarantee to the Licensor to this effect before it sells the machinery; and any such purchaser or purchasers of the said machinery from the Licensee, as scrap, shall have no right or license to make use of the said machinery for the crushing of stone or of any other material. It is understood, however, that before any of such Edison Machinery is sold to a third party as scrap, the Licensee will give the Licensor opportunity by notifying him in writing, to huy the said machinery at the current market price of scrap ison, provided the Licensor-wishes to buy the same for himself or others. Before making any such sale of the said machinery either to another licensee of the Licenses or to any third party, as soran, the Licenses shall notify the Licenser in writing of the purchaser's name and address

NINTH. If at any time after one or more Editon. Gint. Roll. Crushens—have-been-just and on operated under this agreement, the Licensee shall conclude that the payment of the stated royalty per too has become unduly large, it may elect to relinquish its jeff to an exclusive license and pay the Licensor a royalty of only one and one-hall test can be received a residence of the too as the license and pay the Licensor a royalty of only one and one-hall test make the white said territory; or it may elect to retain the gardenite license and to refer the readjustment of the royalty to arbitration, the parties heaves done selecting an arbitrator, and these two arbitrators selecting a third; the decipier of any two of said arbitrators shall be accepted by the parties hereto as final, but in more shall the right of election to submit the matter to arbitration be exercised, unjuest as a result of improved apparatus or processes invented or used by competitors of the Ticensee, the market price of crushed stone is so reduced as to make the payment of the half a rought, named under this contract commondable.

TENTIL: The Licensor-bareby covenants and agrees with the Licensor-lock of grant-bareby reprosentation, so long as the exclusive license hereby granted for-ent ferritory shall be retained by the Licensor, any license or territorial right, uponer said patents, within any part of the territory aforesaid, in connection with the eventiling of stone as aforesaid, but the Licensor reserves the right to grant in said erritory licenses or territorial assignments under said patents for the crushing-of-from ore or any other ore; and the Licensor also reserves the right to grant-in-still territory licenses or territorial assignments under said patents for the crushing-of-from ore or any other ore; and the Licensor also reserves the right to grant-in-still territory licenses or territorial assignments under said patents, for the constitute of liments.

ELEVENTH: The Licensee shall not move, nor permit the removal of any Edison Giant Roll Crusher, e-cl-suy-Relison-eccondary-crushers out of the said territory, or erect any plant containing any such crusher outside of the said territory, and add territory, or explain the removal of any of the crushing plants hereinabove provided for to be-installed within said territory for crushing rock from outside of seed territory without first having received the written consent of the relication of the removal of the remov

THE Licensee shall keep separate books showing the amount of stone crushed by \$\frac{\pi\_0}{\pi\_0}\$ crushing plant herein provided for, and such books shall be open and accessible to the Licensor or his duly suthorized representatives at all reasonable times. In the case sets quastro-or-quastries, whoice whole product will be shipped over one or more railroads, or distransportation systems, the Licensor may elect and require that the royalities herein psyable shall be based on the shipping receipts of the railroads or other transportation systems, by which the beads on the shipping receipts of the railroads or other transportation systems, by which the beads on the shipping receipts of the railroads are other transportation systems, by which the beads on the shipping receipts of the railroads are other transportation systems, by which the beads on the shipping receipts of the railroads are of the receipt the same shall repaid to the spread of the same shall repaid to the same shall for each month, (whether plant is running or not, furnish the Licenson, in duplicate, a report of stone crushed for each plant separately and in such

standard one-page form as the Licensor may require for his records, which reports shall be mailed not later than the seventh (7th) day of the succeeding month, and the report shall be given for each day of the month, and under the heading of size, so as to show the amount of each size of stone cruside der diem.

The royalties above provided for shall be payable monthly and the Licensee shall remit to the Licensor the amount of royalties for each calendar month on or before the twentieth (aoth) day of the succeeding month.

THEFERNOTH. The Liouence agess, at his own expense, when requested in writing by the Licensee as to do, and provided the exclusive rights herein garated shall be greateful by the Licensee as herein provided, to prosecute such infringements as the Ligensee may designate within any part of the said territory, of any of the said patents that may be employed by the Licensee, no as to thereby protect the Licensee and presuperfice exclusive rights hereby granted, and the Licensee for the infringement of any patents by the use of the apparatus bereby licensed, and to indemnity guid-six'e harmless the Licensee against at License against at Licensee against and Licensee for the infringement of any patents by the use of the apparatus hereby licensed, and to indemnity guid-six'e harmless the Licensee against all costs and damages which was be recovered against at Licensee in any such suit or suits. In the event of any such suit or suits, guid-fift the said territory, the Licensee agrees to assist the Licensor in all reasonable and preserves and the licensee.

SIXTH
FOURTHENITH: The license hereby granted and the royalties payable by the terms
of this agreement shall continue as long as sey-se said patents, used in connection with said appartus by the Licensee, remain in force, unless the license herein granted for the territory shall
be previously surrendered by the Licensee, or canceled by the Licensoe, in accordance with the
provisions hereof. If said patents are dedared invalid by the final decree of a court of competent jurisdiction, then the royalties provided for herein shall cesse and determine.

RISTERNITI. The Licensor agrees to give the Licenses, so longes this contract may remain in force, and subject to all the terms and conditions hereof, the hereful of all the improvements that he may make, whether the same-reptification on the taking to the apparatus for crushing stone of designed for use in direct connection therewith, when such apparatus is made further unprocess covered by the ilensors benefor genetic.

SEVENTH The Licensee shall be permitted in advertising and other printed matter to refer to the fact that the apparatus used is mainfactured under the Thomas A. Rision patents, but no other representation shall be made by which the impression may be created that the Licenseo is connected with the Licensee in any other capacity than as Licenseo.

EIGHTH
SIVEMPERINTH: The Licensee hereby expressly recognizes and acknowledges the
BIVEMPERINTH: The Licensee hereby expressly recognizes and acknowledges the
patents—skile-map, hereafter by expanted upon any of the application and insuntant and acknowledges
patents—skile-map, hereafter by expanted upon any of the applications, and insuntant and the skilethis-license—in-granted, admits the title of the Licensor in and to the said inventions, patents and
perilections, and mits that the Licensor has the right and power to grant the rights and licenses
perilections, and mits that the Licensor has the right and power to grant the rights and licenses

herein granted, and agrees, during the existence of this contract, not to contest or attack the validity of any of the said patents, either directly or indirectly, and further, the Licensee agrees not to make or be interested in any similar or like machine or apparatus, either directly or indirectly. The Licensee agrees not to install a cruster manufactured, under the Thomas A. Edison patents, except as add crusher or combines, is or are manufactured, under the Thomas A. Edison patents, except as add crusher or combines, is or are manufactured under all the terms and conditions proceed but their agreements, where it is not some or near Licensee.

MINITY

INCHITEDING:

The license hereby granted is personal to the Licensee and its successors in business. It confers no right to assign this license without the written consent of the Licenser and it applies only to crushing planty located within said licensed territory and which many-to-content and operated by the Licensee.

Provided, however, that if may make the same liferance routhing plants-be-readise-constructed by the Liferance shall, any time voluntarily, or hy operation of law, he sold or transferred to a single person, firm or corporation, the said purchaser or transferres shall be entitled to operate the said plant en-plants under the terms and conditions hereof, and subject to the payment, of royalities as herein provided, but no such person, firm or corporation, shall, by reason of such purchase, or transfer, he entitled to construct, erect or operate additional plants embodying the said patented and-unpeatured apparatus without the written consent thereto of the Lienson. Barrance, may said as said creations from the transfer plant transfer plant transfer plants of the said patented and greenent shall case and determine and may be canceled by

THANGE THE AGREEMENT SHE AGREEMENT SHALL CEASE AND determine and may be canceled by the Licensor, in case of the failure of the Licensee to pay the royalties herein provided, or a breach of any of its conditions, covenants or stipulations by the Licensee.

But this agreement shall not be canceled for failure to pay the royalities, as shore provided, or for breach of any of its conditions, covenants or stipulations, until the Licensor shall first notify the Licensee, in writing, of the default or breach, specifying the same, and thereupon the Licensee shall have the opportunity, within sixty (60) days thereafter, of paying the amount of royalty so in default, or of correcting such breach, and if said payment is made or said breach is corrected within the said period of sixty (60) days, this agreement shall continue in full force and feet until terminated for any reason or surrendered by the Licensee; but, in case of a second similar default or similar breach, but thirty (30) days notice shall he given, in which to make the defaulted payment or to correct the breach; and no notice shall be given or time for payment allowed in the case of any subsequent default of payment or breach of the conditions, covenants or stipulations of this agreement, the vent of the cancellation or other termination of this agreement, sishall, in any way, waive any right, either at law or in equity, to sue for and recover damages for the breach or violation of the said agreement, or for any other pappropriate relief, or recovery.

ELEVENTY
The rights, privileges and ohligations of the respective parties in and to this license agreement, except as hereinahove otherwise provided, shall inure to and be assumed by the executors, administrators and assigns of the Licensor, and by the successors in business of the Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

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Witnesses, J. Shomad

Witnesses, J. Shomad

AGRERMENT

between

THOMAS A. EDISON

and

ALLIS-CHALMERS COMPANY.

(Original).

Dated, November 29, 1911.

THIS AGREMENT MADE AND ENTERED INTO this 29 th November Ab. 1911, by and between THOMAS A. ROISON, of west Orenge, New Yorsey, party of the first part, and ALLISONAMISS COMPANY, a corporation organized and existing under the laws of New Jorsey, with general Offices at Milwaukee, wisconsin, party of the meaning part;

Kun.

#### WITHE SSETH: that

WHEREAS: an agreement has been entered into between the parties hereto on this date in which, among other things, it was agreed in paragraph "SOURTH" thereof, "that the party of the second part shall, on the terms and conditions specified in the Supplemental Agreement hereto attached, narked "EGUINT C", and made a part hereof, manufacture all EDISON CRUSHING ROLLS hereafter built, for the party of the first part or his licensees, under onid Letters Patent Noc. 672, 616 and 672, 6179; and

WHEREAS: it is the object of this agreement (which is the "EXHIBIT O" before mentioned), to cover the terms and conditions for such menufacturing of said rolls NOW IT IS HEREAY AGREED RETWERN THE PARTIES HEREAY AS FOLLOWS:

pines: .....Party of the first part hereby agrees that he am his licensess will purchase from the party of the second part, and the party of the second part agrees to menufacture and sell to the party of the first part or his licensees, all Edison oruging rells, to be made and operated according to the inventions described and claimed in said Letters Patent Nos. 672,616 and 672,617 beforementioned, upon the terms hereinneter set forth.

SECOND: ..... It is agreed that the price of said Crushing Rolls, P.O.B. Hilwanker, shall be as follows:-

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When the average price per gross ton of No. 2 Northern Coke Foundry Iron at Chicago. as quoted in the "Iron Age" during the four weeks preording the receipt of order by

The price of Edison Rolls f.c.b. cars Milwaukee, por 100 pounds, will be:

Size

4.25

4.40 4.050

61zc 5 x 5

3.90

3.975 4.325 Sizos 4 x 4

and

4 x 3

4.40

4.475

4.55

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\$10.	to	\$10.99	\$ 3.375	\$3.725	\$ 3.875
11.	to	11.99	3.45	3.80	3.95
12.	to	12.99	3.525	3.875	4.025
13.	to	13,99	3.60	3.95	4.10
14.	to	14.99	3.675	4.025	4.175
15.	to	15,99	3.75	4.100	4.25
16.	to	16.99	3.825	4.175	4.325

For every future increase or decline of \$1. per gress ton of No. 2 Foundry Northern coke Iron at Chicago. above or below the priocs herein shown, the price of Edison Rolls is to advance or decline in the same preportion as shown in above scale.

17.99

17.

18. to 18,99

19. to 19.99

The above prices are based on the decigns and weights of the Edison Crushing Rolls of the Hatlonel Limestone Company of Martinsburg, west Virginia, as shown on the drawings submitted by party of the first part to party of the second part and it is agreed that said prices are subject to proportionate reasonable adjustment as to increase or decrease in said prices with any changes in such draines and weights, eadd adjustment to be made by in the structure, appointed by each party and the third by the two so chosen, a appointed by each party and the third by the two so chosen, a the parties themselves do not agree, but decision of two of said arbitrators to be binding on the parties. THIRD: .... Party of the first part agrees to

furnish the party of the second part, free of charge, f.o.b. Milwaukee, complete detailed drawings, specifications and necessary patterns of such Edison Cruehing Rolls as may be ordered by him or his licensees from party of the second part under this contract, and it is agreed second party assumes no responsibility in connection with the design of same.

FOURTH: ..... Party of the mecond part agrees that it will fill with reasonable promptness all orders placed with it for Edison Crushing Rolls under this contract, but in the event of interruption caused by serious fires, labor strikes, or delays unavoidable or beyond the control of party of the second part, the obligation of the party of the second part to manufacture under this contract shall be suspended until such cause shall have been removed, provided, however, that if at any time during this agreement the party of the second part shall be unable or neglect with reasonable promptness to undertake or to proceed with any order placed with it for Edison Crushing Rolls, under this contract, the party of the first part and his licensees shall, upon giving notice in writing to the party of the second part, be at liberty to manufacture or cause to be manufactured by others than the party of the second part the Edison grushing Rolls covered by such order.

Party of the second part further covenants and agrees that it will repair F.O.B. works where made, or furnish without charge F.O.B. its worke, a similar part to replace, any material of its own manufacture which within one year after shipment is proven to have been defective at the time it was shipped, provided second party is given immediate written notice of such alleged defects. The party of the second part shall not be held liable for any demages or delays caused by defective material.

The party of the second part agrees that in the

manufacturs of said rolls its workmanship will be first class throughout and that material will be first class, in kinds and qualities, and conform to drawings and specifications of party of the first part.

It is agreed that the party of the first part shall have the right to inspect, and to have his representatives inspect, said rolls at all times during the manufacture thereof by the party of the second part, and to reject the same if not made according to the provisions of this contract

FIFTH:....The terms of payment of Edison crushing
Rolls purchased under this agreement shall be as follows:

On Crushing Rolls ordered direct by first party:
Fifty per cent (50%) on shipment;

BALANCE sixty days (60) from date of shipment.

On crushing Rolls ordered by any licensee, terms of payment shall be subject to the approval of Credit pepartment of second party.

SIXTH:....Party of the first part agrees to fully protect and save harmless party of the second part from any claims of infringement of Patents growing out of the manufacture by it of Rdison grashing Rells under said Letters Patents Nos. 672,616 and 672,617 and under any designs furnished by first party, and in case of suit based upon such claim of infringement party of the first part agrees to dafend same at his own cost.

SEVENTH:.....Nothing in this agreement shall give party of the second part the right to manufacture Edison Crushing Rolls under said Letters Patents Nos. 672, 616 and 672,617 for sais to or for use by any person or parties other than party of the first part or his liconsess, and IT IS UNERSTOOD that the manufacturing right here conveyed to party of the second part is subordinate to any rights which first party may heretefore have granted, conflicting with

this license.

EIGHTH:.....The provisions of this contract shall apply only to Edison grushing Rolls to be manufactured for use within the United States of America and the territories and possessions thereof.

NINTH:.....The term of this contract shall be coextensive with the term of the other beforementioned agreement between the parties herete, of same date, but this agreement shall be subject to termination in accordance with the provision of paragraph "EIGHTH" in said other agreement.

IN WITHERS WHEREOF the parties hereto have executed this agreement in duplicate, the day and year first shave written.

WITHESS:

Marrogenia

Thosa Elwon

ALLIS-CHAMMERS COMPANY,

ATTEST:

w. w. Kichole!

By DW Gall
PRESIDENT.

AGREBHENT
between
THOMAS A. EDISON

and DUNBAR STONE COMPANY.

Original

Dated, November 29, 1911.

THIS AGREEMENT MADE AND ENTERED INTO THIS 29 th day of Movember A. D., 1911, between THOMAS A. EDIFON of west Orange, New Jercoy, party of the first part, and DUNDAR MODIE COMPANY of River Rouge, Michigan, party of the second part.

## WITHESSETH: that

WHEREAS: a license agreement has been entered into between the parties hereto, dated the 29th day of Muyer Mcueulus, 1911, which license agreement is hereby referred to and made part hereof;

NOW, THEREFORE, IT IS ASKED RETWEEN THE PARTIES HERETO AS FOLLOWS:

The ALLIS-CHALMERS COMPANY having agreed to pay revalties to said Thomas A. Edison on account of the grushing Rolls of the pumber stone Company at River Rouge, Michigan, it is agreed between the parties herete that the said agreement of the Allis-Chalmers company to pay eaid royalties to said Thomas A. Edison on account of the grushing Rolls of the number stone Company at River Rouge, Michigan shall be taken and considered as payment in full by the Dunbar stone Company to said Thomas A. Edison of the royalties provided for in said license agreement between the parties herets, to be paid by said pumbar stone Company or its transferee for the use of said crushing Rolls of the punbar Stone Company at River Rouge, Michigan within the territory set forth and limited in said license agreement. The provisions of this agreement shall not affect the provisions of said license agreement requiring the licensee to make known to the licensor the operation of said rolls or in any respect except to relieve the Dunhar Stone Company or its transferoc from the payment of royalty for the use of cold

rolls within the territory set forth and limited in the said license agreement.

IN WITHESS WHERROF the parties hereto have executed this agreement in duplicate, the day and year first aboys written.

WITHESS:

Womallo

ATTEST:

BY Harris J. Dunkat Pins.

PRESIDENT.

AGREENT

THOMAS A. EDISON

and EMPIRE LIMESTONE COMPANY.

m · · a

Dated, November 29 1911.

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L. H.

L. H.

THIS AGREEMENT MADE AND ENTERED INTO THIS 20 TH day of McOunday A. D., 1911, between Thomas A. EDISON of west Orango, New Jorsey, party of the first part, and EMPIRE LIMESTONE COMPANY of Pokin, N. Y., party of the second part,

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## WITHESSETH: that

WHEREAS: a license agreement has been entered into between the partice hereto, dated the 29th day of Key.

1911, which license agreement is hereby referred to and made purt hereof;

NOW, THEREFORE, IT IS AGREED RETWEEN THE PARTIES HERETO AS FOLLOWS:

The ALLIS-CHALMERS COMPANY having agreed to pay royalties to said Thomas A. Edison on account of the grushing Rolls of the Empire Limestone Company at Pekin, N. Y., it is agreed between the parties herete that the said agreement of the Allis-Chalmers company to pay said royalties to said Thomas A. Edison on account of the grushing Rolls of the Empire Limestone Company at Pokin, N. Y. shall be taken and considered as payment in full by the Empire Limestone Company to said Thomas A. Edison of the royalties provided for in said license agreement between the parties hereto. to be paid by said Empire Limestone Company or its transfered for the use of said grashing Rolls of the Empire Limestone Company at Pekin, N. Y. within the territory set forth and limited in said license agreement. The provisions of this agreement shall not affect the provisions of said license agreement requiring the licensee to make known to the licensor the operation of said rolls or in any respect except to relieve the Empire Limestone Company or its transferes from the payment of royalty for the use of said-

rells within the territory set forth and limited in the said license agreement.

IN WITNESS MERREOF the parties hereto have executed this agreement in duplicate, the day and year first above written.

BY 40

ATTEST:

Dotted, 1911.

THIS AGREEMENT made and entered into this was day of November A.D., 1911, between THOMAS A. EDISON of west Orange, N.J., party of the first part, and the CHURCH QUARRY COMPAIN, successor to the SIELEY QUARRY COMPAIN, a corporation of the State of Michigam, having its office at Sidey, Wayne County, Michigam, party of the second part, WITMESSETT;

WHEREAS the party of the first part has heretofore granted to the SIBIEY QUARRY COMPANY, predecessor of the party of the second part a certain license under letterspatent of the United states Nos. 672,616 and 672,617 of April 23, 1901, for Method of, and Apparatus for, breaking rock, and under certain other letters-patent of the United States and applications therefor, as will more fully and at large appear by reference to the agreement in writing between the said parties hereto granting such license; and

WHEREAS the party of the first part is desirous of granting a certain license under said letters-patent Nos. 672,616 aml 672,617 to the Dunbar Stone Company of River Rouge, Michigan, which proposed license has been submitted to the party of the second part by the party of the first part; and

WHEREAS the Alliz-Chalmers Compeny, a corporation organized and existing under the laws of the State of New Jersey, with general offices at Milwaukee, Wis., has offered to pay to the party of the first part, in full settlement of all royalties payable under said proposed license;

"Six-tenths (6/10ths A) of a cent per cuble 'yard of all material crushed by or passed region of all material crushed by or passed STOMS COMPAY, and which may be crushed or broken stone, including screenings and waster when the same is sold or used in making Sand Lime Bricks, Artificial to be paid on such secreenings and waste if not sold or used in the maintacture of Bricks or Artificial Stone, Blocks, Lime, etc."

and WERRAS the perty of the first pert has prosecuted a suit based on said letters-patent Nos. 672,616 and 672,617 in the Circuit Court of the United States for the Western District of New York against said Allis-Chalmers Company, Empire Limestone Company and The Casparis stone Company as defendants, in which suit a decree has been entered upon final hearing, sustaining said letters-patent and each of them and finding infringement and granting an injunction; and WERRAS an appeal has been taken from said decree in said suit and it is desired by all parties in interest to terminate the litigation of said suit;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows;-

FIRST: The party of the second part hereby approves and authorizes said license agreement which the party of the first part proposes to make with the maid pumber Stone Company. SECOND: In consideration thereof the party of the

first part agrees to pay over to the party of the second part, so long as the license heretofore granted by the party of the first part to the SIBLEY QUARRY COMPANY, predecessor of the party of the second part under said letters-patent Nos. 672,616 and 672,617 shall continue in force, all the royalty paid by said Allis-Chalmers Company to the party of the first part under the provision of the offer of the Allis-Chalmers Company above quoted, on account of material crushed by, or passed through, the said rolls at the plant of the Dunbar Stone Company, PROVIDED, HOWEVER, that the royalties to be paid over to the party of the second part by the party of the first part in accordance with this agreement and any other agreement or agreements shall not, in the aggregate, in any calendar year, exceed the total amount of the royalty payable by the party of the second part to the party of the first part for the same calendar year. The adjustment of any differences in the said payments of royalty between the party

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of the second part and the party
of the first part which may arise by reason of any disparity
in the amounts of monthly royalties paid, or for any other
reason, shall be made quarterly or more often as may be
mutually arranged from time to time between the parties
hereto.

THIRD: In consideration of the agreement of the party of the first part to pay over to the party of the second part the royalties above specified the party of the second part hereby releases the Allia-Chalmers Company and the Dunbar Stone Company from all claims and demands for damages and profits which the party of the second part may now have on account of past infringement of said letters-patent Nos. 672,616 and 672,617, or either of them, in so far as the plant of the Dunbar stone Company at River Rouge, Mich. is concerned, and the party of the second part agrees that the agreement of the party of the first part to pay over to the party of the second part the royalties above specified shall be taken as payment in full of all royalties provided for in said license agreement which the party of the first part proposes to make with the said Dunbar Stone Company.

FOURTH: This agreement shall be void in the event that the party of the first part does not make said proposed license agreement with the Dunbar Stone Company.

IN WITTERS WHEREOF the parties hereto have executed this agreement in duplicate the day and year Tirst) above written.

WITHESS:

Thomas a Educon

Party of the first part.

.

CHURCH QUARRY COMPANY,

Church

Pres.

H.G. Field Seig.

Party of the second part.

The SIBLEY GUARRY COMPANY hereby represents and warrants that the CHUNCH GUARRY COMPANY is its successor and has full right and authority to make the foregoing agreement with Thomas A. Edison.

Dated 1911.

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SIBLEY QUARRY COMPANY,

President.

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AGRERMENT

between

THOMAS A. EDISON

and

TUR KELLEY ISLAND LIME & TRANS-

Omqual

Dated, November 22, 1911.

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THIS AGREEMENT made and entered into this 22ML day of November A.D., 1911, between THOMAS A. ELICON Of Yest Orange, N. J., perty of the first part, and the MEZIX ISLAND LINE & TRANSPORT COUPANY, a corporation of thefitate of Ohio, party of the accord purt, WITHERSETH;

WHEREAS the party of the first part has heretofore granted to the party of the second part a certain license under lettero-patent of the United States Nos. 672,616 and 672,617 of April 23, 1901, for Nethod of, and Apparatus for, breaking rock, and under certain other letters-patent of the United states and applications therefor, as will more fully and at large appear by reference to the agreement in writing between the anid parties hereto granting such license; and

WHEREAS the party of the first part is desirous of granting a certain license under sold letter-patent Nos. 672,616 and 672,617 to the EMPIRE LIMENTONE COMPANY of Pekin, N. Y., which proposed license has been submitted to the party of the second part by the party of the first part; and

WHEREAS the Allia-chalmers Company, a corporation organized and existing under the laws of the State of New Jersey, with general offices at Milwaukee, Wiss, has offered to pay to the party of the first part in full nettlement of all royalties payable under said proposed license;

One-half (1/2f) cast for every cubic vard of all materials remained by or passed through the Chilment the Plant of the EMPIRE LIMESTONE CURPAIN and which may be crushed or broken stone, including serconings and maste, when the same is sold or used in making state, when the same is sold or used in making state, when the same is sold or used in making state, but no royalty is to be paid on such norsenings and waste if not cold or used in the manufacture of Bricks or Artificial Ritone, Blocks, Line, etc., and no royalties shaded thousand cube varieties of such material, in case of the Empire Linear of such material, in case of the Empire Linear provided however that in the cwart that has represent the cold of the cold o

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Steel Company, the said limitation that no royalties shall be paid on a greater amount than three hundred thousand ouble yards of much material in any one year during this agreement and thousand the said that the said of the said that the said that the said that the paid by the party of the second part to the party of the first part on all soreenings and waste in excess of said three hundred thousand through a said the said that the said the said through a said that the said that the said the said through a said that the said the said the said the said that the said that the said t

WHEREAS the party of the first part has proscouted a suit based on said letters-patent Nos. 672;616 and 672,617 in the Circuit Court of the United States for the Western District of New York against said Allis-chalmers Company, Empire Limestone Company and The Casparis Stone Company, as defendants, in which suit a decree has been entered upon final hearing, sustaining said letters-patent and each of them and finding infringement and granting an injunction; and

WHEREAS an appeal has been taken from said decree in said suit and it is desired by all parties in interest to tarminate the litigation of said suit;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows;-

MIRST: The party of the second part hereby approves and authorises said license agreement which the party of the first part proposes to make with the said Pmpire Limestone Company.

SECOND: In committeration thereof the party of the first part agrees to pay over to the party of the second part, so long as the license heretofore granted by the party of the first part to the party of the second part under said latters-patent Nos. 672,616 and 672,617 shall continue in force, all the royalty paid by said Allis-Chalmers Company to the party of the first part under the provision of the offer of the Allis-Chalmers Company above quoted, on account of material crunhed by, or passed through, the said rolls at the plant of the Empire Limestone Company, PROVIDED,

HOUNTER, that the royalties to be paid over to the party of the second part by the party of the first part in accordance with this agreement shall not, in the aggregate, in any onl-ender year, exceed the total amount of the royalty payable by the party of the second part to the party of the first part for the same calendar year. The adjustment of any differences is the said payments of royalty between the party of the second part and the party of the first part which may arise by reason of any disparity in the amounts of monthly royalties paid, or for any other reason, shall be made quarterly.

THIRD: In consideration of the agreement of the party of the first part to pay over to the party of the second part the royalties above specified the party of the second part hereby releases the Allis-Chalmers Company, the Empire Limestone Company and The camparis Stone Company from all claims and demands for damages and profits which the party of the second part may now have on account of pact infringement of said letters-patent Nos. 672,616 and 672,617, or either of them, in so far as the plant of the Empire Limestone Company at Pekin, H.Y., is concerned, and the party of the second part agrees that the agreement of the party of the first part to pay over to the party of the second part the royalties above specified shall be taken as payment in full of all royalties provided for in said license agreement which the party of the first part proposes to make with the said Empire Limestone Company.

The party of the first part covenants that he will furnish to the party of the escend part promptly as the same are received by him, duplicates of all reports made to him by end Empire Limestone Company pursuant to the license to be granted to it as aforcand, showing the quantity of

material orunhed, including the quantity of screenings and maste produced, and the quantity of such screenings and waste which has been sold or used for any commercial or manufacturing purpose, and the party of the first part further agrees that he will, at the request of the second party, appoint the nominee of the party of the necond part as on authorized representative of the party of the first part for the examination of the books of said Empire Limestone Company.

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FOURTH: This agreement is supplemental to a certain memorandum of agreement made and entered into on the 16th day of August, 1909, by and between the parties herete, which said agreement is horeby confirmed and is to be and remain in force except as herein modified, and is in licu of and in full satisfaction of the covenants of the Licensor (party of the first part herein) contained in that part of the Fourtsenth Article of said sgreement whereby the Licensor covenants with respect to the suit hereinbefore mentioned, then pending in the United States Circuit Court for the western pistrict of New York against the Allis-Chalmers Company, Empire Limestone Company and The Camparis stone Company, and with respect to the granting of a license for the operation of the crushing rolls located at Pekin, New York, to which said muit related, that the Licensor (party of the first part hereto) should pay to the Licenses (party of the second part hereto) a certain percentage of certain royalties to be received by him upon stone crushed by said crushing rolls at Pekin, New York and the faithful performance of this contract on the part of the party of the first part hereto shall be deemed a full

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compliance with the aforesaid covenants of said contract of the 16th day of August, 1909, relating to said suit and the payment of said percentage of said royalties on stone orushed by said orushing rolls at Pakin, N. Y.

FIFTH: This agreement shall not become effective until the party of the first part shall make said proposed license agreement with the Empire Limestone Company and said proposed agreement with the Allis-Chalmers Company whereby it agrees to make the aforesaid royalty payments.

Party of the first part agrees to use due diligenos in ascertaining and collscting said royalty utilizing all necessary proceedings therefor and to account for the same as received by him.

IN WITNESS WHEREOF, the parties hersto have executed this agreement in duplicate the day and year first above written.

WITNESS:

Womaldsony
Party of the First Part.

ATTEST:

THE KELLEY ISLAND LINE & TRANSPORT

By Surancing

President.

Party of the Second Part.

·VI

UNITED STATES OF AMERICA, ) es:

I, HARRIS S. WILLIAMS, Clerk of the Circuit Court of the United states, for the western District of New York, do hereby certify that I have compared the annexed copy of injunction and Karchal's Return in re Thomas A. Rdison-vs-Allis-Chalmors Co. et al with the original ontered and on file in this office, and that the same is a correct transcript therefrom, and of the whole of said original.

And I further certify that I am the officer in whose custody it is required by law to be.

(seal: Circuit Court of the United States. Western District of New York). IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be affixed at the city of Buffalo, in said District, this 19th day of December, A.D., 1911. HARRIS S. WILLIAMS, Clork.

United states of America, )
western pistrict of New York )

I hereby certify and return that I served the ennexed injunction on the therein-named Empire Limestone Company by David Hyman, vice Free, of enid Company, and on Allie Chalmers Company by C. R. Tatem, Manager for eaid Company by handing to and leaving a true and correct copy thereof with each of them, and by showing each of them the original Injunction with the ceal of the Court thereon personally at Buffalo, in said District on the 16th day of Dec. A.D. 1911.

Wm. R. Compton, U. S. Marshal. By Maurice L. Doty, Deputy.

Service \$4.00 Trayel \_\_.12 \$4.12 The President of the United States of America to Allis-chalmers Company, Empire Limestone Company and The Casparis Stone Company and each of them, and each of their officers, agents, attorneys, associates, servants, workmen and employees and all persone claiming or holding under them or any of them, GRESTHUI:

WHEREAS, on the 13th day of June, 1911, in a suit in equity pending in the Circuit Court of the United States for the Western District of New York, between Thomas A. Edicon, complainant, and Allis-Chalmers Company, Empire Limestone Company and The casparis Stone Company, defendants, on Letters-Patent of the United States, No. 672,616 and 67%, 617, issued April 23, 1901 to Thomas A. Edison, a dcorec was entered holding that said Letters-Patent are good and valid as to the claims thereof and that said Thomas A. Edison is and has been since April 23, 1901, the sole and exclusive owner of the legal and equitable title in and to said letters-patent, finding that the said defendants have infringed claims 1 and 2 of said letters-patent No. 672,616 and olnims 1, 2, 3, 4 and 7 of said letterspatent Ho. 672,617, and enjoining said defendants and their officers, agents, etc. against further infringement of said olaims and directing that said defendants account to said complainant for all the profits made by said defendants and for all the damages suffered by said compliment by reason of said infringement by said defendants, and directing that the complainant recover from said defendants the costs of said sait to be taxed as provided in said decres;

And WHEREAS said defendants took an appeal from said decree to the United States Circuit Court of Appeals for the Second Circuit;

And WHEREAB, as appears by the mandate of said United States Circuit Court of appeals filed in the office of the clerk of said Circuit Court of the United States for the western District of New York on the 7th day of pacember, 1911, that the said appeal was dismissed;

And MEREAS, by a decree entered on said mandate on the 7th day of pocember, 1911, the decree of the said United States Circuit Court of App cale was made the decree of the said Circuit Court of the United States for the Wostern Detrict of New York;

And WHEREAS, as appears from a final decree in said muit entered on the 7th day of pocember, 1911 in the office of the clerk of said Circuit Court of the United States for the Western District of New York, it has been represented to us in our Circuit Court of the United States for the Western District of New York in the Second Circuit, that letterspatent of the United States No. 672,616, for Method of Breaking Rock, and No. 672,617 for Apparatus for Breaking Rock, granted to Thomas A. Edison on April 23, 1901 are good and valid as to claims 1 and 2 of No. 672,616 and as to claims 1, 2, 3, 4, 5, 6 and 7 of No. 672,617, and that Thomas A. Edison is now and has been since April 23, 1901 the sole and exclusive owner of the legal and equitable title in and to said letters-patent No. 672,616 and 672,617, and that you, the said Allie-Chalmers Company, Empire Limestone Company and The Casparis Stone Company have infringed upon said letters-patent by the manufacture, use and sale of apparatus for breaking rook operating according to the methods and inventions of claims 1 and 2 of said letterspatent No. 672,616, and containing the combinations and inventions of claims 1, 2, 3, 4 and 7 of said letters-patent No. 672,617, infringing each of the claims mentioned of said two letters-patent;

Now, therefore, we perpetually enjoin and restrain you, the said Alls-Chalmers Company, Empire Limestone Company and The Camparis Stone Company and each of you, and

your and each of your officers, agente, attorneys, ciates, servants, workmen and employees, and all persons olaiming or holding under you or any of you, from manufacturing, using or selling, or in any way disposing of, apparatus for breaking rook operating in accordance with the method or invention of claim 1 or of claim 2 of said letters . tent No. 772, 616, or containing the combinations or inventuins of olding 1 2, 3, 4 or 7 of said Settere-patent No. acturing, deing of selling or incany way disposing of, apparatus or a vices which embody the compligation or invention of any of eald claims menbe constructed or operated in acc prdande therewi using or employing in any way olaim 2 of said letters-pate nt No. 672,616; without i ense of complainant.

Witness the HONORABLE EDWARD D. WHITE, Chief Justice of the supreme Court of the United States, at the City of Buffalo, in the western District of New day of December, 1911.

(Seal: United States Circuit Court. Western Di

HARRIS S. WILLIAMS,

io itor and Counsel for Complainant,

THE EDISON CRUSHING ROLL CO.
ROCK CRUSHERS
RINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J.
WORDS OFFICE, STEWARTSVILLE, N.J.

December 27, 1911.

Mr. H. F. Miller, Edison Laboratory, Orange, N. J.

OEC 28 211 ano 12/29

Dear Sir: -

In connection with the contract between Mr. Edison and the Church Quarry Co. relative to the royalty to be paid by the Allis-Chalmers Co. for account of the Dunbar Stone Co., Detroit, please note that on Dec. 12th Mr. Edison signed a letter, which was forwarded to them, substance of which is as follows:-

"Befering to the contract between your Company and myself under which I am authorized to exoute the License Agreement with the Dumbar Stone Co., betroit, Wich., beg to state that it is my understanding that any royalties received from the Dumbar Stone Co. are to be supported to the contract of the contract of the contract of the royalties to be paid to you as covered by a previous contract."

The reason for the matter having been handled in this way, was that Mr. Church would not approve of the contract as first drawn, by which the royalty from the Dunbar Stone Co. was to be considered as applying against the total amount of the royalties paid by the Church quarry Co. under the terms of previous contract, and I total him that if he would sign the contract as drawn, so not to delay the closing of the matter with the Allia-Chaimers Co., that I would have Mr. Edison

write him a ssparate letter changing the terms of the contract, which was done on Dec. 12th, 1911, and you have copy of letter in your book.

Will you therefore attach my letter to the agreement with the Church Quarry Co., so that there can be no misunderstanding in the future, and please also note that any royalties that you receive from the Allis-Chalmers Co. for account of the Dunbar Co. are to be turned over to the Church Co.

Please acknowledge receipt of this letter, stating that you understand the conditions of it.

Yours very truly,

WSM-RBS

...... " Sliged to e before their githe above or distanced by nom-

## Legal Series -- Harry F. Miller File Group 2: Financial Material (1913-1914)

This folder, covering the years 1913-1914, contains groups of couments that are related to entries made by Harry F. Miller in an unidentified journal. On the back of the last page in each group is a number in the sumal presumably corresponds to the number in the journal entry, included are terms pertaining to loans made to Edison by Henry Ford and Miller Resse Hutchison and to a gift of \$100,000 in Edison Storage Battery Co. stock from stock and bond holdings in the Condensite Co. of America, Edison Portland Cement Co., and Halogen Products Co., as well as other financial transactions involving Rosanna Batchelor, the widow of longtime associate Charles Batchelor; investor James Gaunt; and the Motion Picture Patents Co.

The groups have been filmed in numerical order. The group number appears on the microfilm at the beginning of each group and below each document in that group.

Approximately 50 percent of the documents have been selected, incling all of the items in each selected group. The unselected groups consist of records of routine internal transactions and payments; items pertaining to Edison's companies rather than to him personally; and material that duplicates the information in the selected documents.

Notes Receivable \$13,770.00 apr. 1-1913

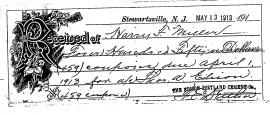
Jo Elism Port Count & Bond Remine 13770.00

J. 459 Company due apr. 101 1913 \$30 = each
for which they gos their not pates apr. 107913

due Die 1st 1913 payable at their notions, Bung
Nesons, My.

## [ATTACHMENT/ENCLOSURE]

Mr Edison The Edison Ontland Coment las have gun you a not for \$13,770.00 due sice 1-913 for its Carpona dated april 14 1913
Sa this acceptable ?



Jud 4600.

Joury Ford 100,000,00

Note lated June 24th 913 Day for years after
New buildings are constructed mechinery installed
therein and the new flesh put into actual operation
for the manufacture of believe Storage Stations as
more fully let forth in an Agreement between my
Heary Ford and Hole of the dated for 29 -91.

Day side at meet beauge My Interest to 194 per annual
ten hundred where of believe Morrage Battery to 304 per annual
ten hundred where of believe Morrage Battery to 304 per annual
deposited with Askery Ford as Callatina's recently
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Jan. 15, 1913.

Mr. Edison:

In reforence to the Helogen Froducts Co., the annual meeting was held to-day.

When the Company was formed it was thought that \$10,000 cash would be sufficient to install the apparatus and put the company on a paying basis. This would probably have been the case if the storage Battery Co. had continued to use the Tetra to the amount anticipated. A good many changes in the apparatus were found necessary and a special distilling apparatus had to be installed, because it was found that there was practically no domand for the crude material; what people sunted was the refined was of light color. The sching of these changes has involved an expense of about \$7,000, which is now owing to the Tennsylvenia Sait life. Co., and on which they are pressing for payment. Purther changes to be made will probably require a few hundred dellers more.

The situation which therefore confronts us is, that we must raise more capital.— enough to pay the indobtedness of between seven and eight thousand collars to the Fennsylvania Salt Mig. Co. and to provide additional capital to run the business.

Mr. Dyer tells use that he has submitted the matter to the directors of the Condensite Co. (which is now on a profit - able basis) and that the Condensite Co. will take ever the Hele-gen Freducts Co. on the following besis:

 Stock in the Helogen Co. will be exchanged for stock in the Condonsite Co. share for share, either common or

Mr. Edison- 2.

preferred, as you desire. Since the proferred stock is not aumulative. Toomsiders the common stock more valuable.

- The Condensite Co. will assume all obligations
  of the Halogen Co. and take over all its assets, including
  patents, apparatus, accounts receiving and cash.
- 3. The Condensite Co. will tuke over and assume the obligations of the contract with the Maison Co. to supply Halogen products to the Maison Co. at cost plus 15%. The Condensite Co. will also assume the obligation of the Hologen Co. to permit the 15% profit to be credited to the account of the Maison Co. until the account is wifed out.
- 4. The Condensite Co. will assume the obligations of the contract with the Pennsylvania Self Hfg. Co. and meet all of its bills as rendered. The Condensite Co. will agree to raise not less than \$\tilde{1}\$6.000 cash to pay the indobtedness of the Pennsylvania Self Hfg. Co. and provide capital for running the business.
- I think that this proposition should be accepted. If not, then we will have to take stops to raise additional capital for the Halogen Co. by selling additional stock.

  Or, if you would prefer, I can present the matter to the Pennsylvenia sait Hig. Co. and see if they would be interested in the proposition. Possibly they would be willing to take it over. Of course it would also be possible to have the Edicon Co. continue to advance money to keep the Halogen Co. coing, the amount to be returned on the 15% basis. Hr. Dyer loaves the outre matter to you and will agree to any of the above

January 15, 1913.

## REPORT ON HALOGEN PRODUCTS COMPANY.

Ohlorinating unit and stills sent to plant of Fennsylvanic Salt Mfg. Co., Wyandotto, Hioh., in May, 1912, at which time Lancauter with two helpers went out to make the installation.

Owing to the absence of the Superintendent of the 34-lt Company's plant, Nr. Vorce, and the break-down in their plant, we did not operate until August. We then found numerous changes necessary in the equipment which reduced the superity of the unit from 1750 lbs. of 750 lbs. of 750 lbs. of 750 retro per diem.

The stills are now being altered to produce the desired form and will undoubtedly be roudy for operation by February lot.

#### ORDERS FILLED

Walpole Rubber Co., Condensite Co.	1740		Crude Hexa Dist. Mono
T. A. Edison, Inc.	674	17	Chloro-Phenol
Western Electric Co.	120	11	Dist. Tri, Oxid.

#### PROSPECTS

The Western Electric Co. have made all their laboratory tosts and have approved the existince distilled distilled which we have shipped on their order to their factory at Hewthorne, Ill., for commercial application, and they have promised definite word in this matter by February 1st. In the meantime, we are to make up 200 lbs. mere of this form to show our ability to exactly duplicate the product. They will use 400 lbs. a day.

Ceneral Electric Co., Pittsfield, Mess., have tested out the Distilled Tetra and on the 11th inst. wrete for a price (large quantities). Gave them a price of 15¢ f.o.b. Wyundette for monthly enricad lets.

General Electric Co. of Schemectady are now watting for a supply of Distilled Hoxa for impregnating annature coils, mixing with rubber for insulated wires and for impregnating the braid of covered wire. Hr. Aylaworth upont the afternoon of the 9th at the plant and the evening with Dr. Steinmetz, who was very enthusiastic ever the material and we are now getting up for him a full line of samples showing all forms. As seen as we can give them the improved quality of Distilled Hexa they will sake immediate tests for the above purpose.

The Welpole Rubber Co. found the Grude Hoxe, of which they had a ton, not oxectly mutted to their requirements, and their Engineer recently visited us to smoothin the best form for his uses and assures us he will use Halowax in large quantities as seen as he definitely decides on the best form.

The Goodyear Rubber Co. of Akren, Ohio, have shown come interest, but business is delayed with them until we can provide them with the improved distillation of the Hexs.

It seems almost sure that when we can show the new distillations that we can establish satisfactory business with the various electrical and rubber factories.

3

By anticipating their requirements, placing an order in 1900 lbs.
Distilled Chloro-Phenol, the Edison Co. can got the mutrial at a much lower cost than placing their order in small lots, and we figure that by the time this order would be completed the Western Blootric Co. business and business from the Welpole lysher Co. would be coming in to omable us to continue the operation of the plant.

We have out down our factory labor by half, Mr. Lencaster having dispensed with the services of the two men when he took out with him and now employs a workern accoursed locally at 17 1/2  $\beta$  am hour.

OR=

#### RECEIPTS

T. A. E. Inc. Loan a/c	\$10,900.00
Stock sold for cash	400.00
Realized Mdse. Sales	743.81

#### ISBURSEMENTS

Material		02,315.95
Labor, Steam, Blect. etc.,		1,646.76
Machinory, Instal., Tools, e	te.	9,962.00
Miscel. General Expense	_	3,335.20
Cash Balance		1,320.88
	\$12,043.81	018,580.79
Due Penna. Salt Co. \$5927.93	6,536.98	
	018,580.79	\$18,580.79

Value of finished product on hand,	\$ 656.23
Value of Marhthalone on hand,	1,155.67
ASTRE OF NOTAHAN	\$1,811.90

FINANCIAL REPORT OF THE HALOGEN PRODUCTS COMPANY PROM DATE OF ORGANIZATION TO JAMUARY 1, 1913.

NOTE: The December account of the Fennsylvania Salt Mfg. Co. amounting to about \$1,000 is not included.

Me Edison
Regarding the attached minute
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the since who consent of all stood holder
of record to any transfer of stood I had
fur through so you would get your
share of 40% of the trastock usual
and your sicteres in the Company would
also by the protected

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advanced amounted follows: - Mar. 26-08 5000,00 Thay 24 09 450000 Dec 8 09 500000 250.00 May 18 1 25000 July 31-13 100000 July 25-13 100000 Mar 31-13 100000 100000 \$2275000 The bolonce \$ 19,800 38 we have sent her bills 1. 1"TH A TOTAL

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Sud ales. Portland Execute la \$1377000
To Edian But level 6 6% None Stateen \$1377000
To 44.9 Coupons due lot 14 1913 & 30 tack pay 47 note.

EDISON PORTLAND CEMENT COMPANY
OFFICE OF THE PRESIDENT

BROADWAY AND 28TH STREET,

anoth

New York City. March 31st,1914.

Mr. Harry F.Miller,

The Thomas A. Edison Laboratory,

Orange,N.J.

Dear Harry:-

Referring to your inquiry relative to notes for coupons due Mr. and Mre. Edison, I beg herewith to hand you a letter from Mr. Deitlin, which explains itself and from which you will note, that on December let, 1913, when renewal notes were issued to all the Directors, the two notes, that I beg herewith to enclose, and which I would ask you to mark off your list of notes, were included in notes which fall due December 1st, 1915.

I am not quite clear in my recollection whether or not, these new notes had been sent to you. If not please advise me at this office and I will look the matter up when I return to the plant on Saturday.

If you have received them, will you not return to us the old notes, together with the coupons, as stated in Mr. Dietlin's letter.

Yours very truly

Vomallon President,

WSM. SFD

# Thomas Q Edison

## The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.



P.O. ADDRESS. STEWARTSVILLE, N. I. March 30, 1914

Mr. W. S. Mallory, President, New York Office.

Dear Sir: -

In accordance with telephone conversation of this A. M. I am enclosing herewith the notes in favor of Mr. & Mrs. Edison, which matured on December 1st. 1913. In order to get our liability for unpaid ccupens off the books, it was necessary that these notes were put through our records at the time they were drawn. October 1, 1913. On December 1, 1913, when we issued renewal settlements for all the Directors notes due on that date, these two notes were included in the new notes dated December 1, 1913, due December 1, 1915, given to Mr. & Mrs. Edison, as per the statements herewith attached. Mr. Miller, should therefore receipt these two vouchers and return them, to us together with the 759 coupons which came due October 1, 1913, and all the old notes covered by our renewal notes dated December 1, 1913, due December 1, 1915 for \$28,080.00, \$203,203.43, and \$1,720,043,14.

Yours very respectful

Mr. Edin nate.

Tester Sew 1, 1913 dew See 1, 1918 mude up as follows:

note bete ent. och 81:11 akv. 1-12 22770.00 oct. 1-12. 14r. 2mo. 13770 -00 8 mis 550-80 apr. 1-13 13770-00 137.70 och. 1-13 13770.00 19 0 85-68 185330-25

204+15-93, - 1212-50 X.

203203.43 amount of mus next we dated NEC. 1-1913

\* This course Interest due Be 21, 1911 on note for 12, 180, 78 listed above - and was pried by note for 18 786.15 doing apo, 1,, 1912 but herry Interest from Dec. 21, 1911.

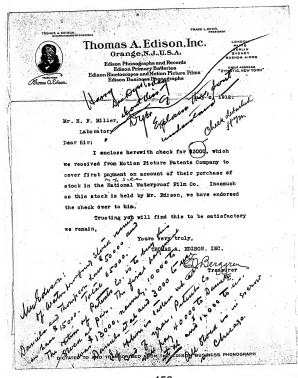
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STBat Co-

Anthis Address "Edison New York"

From the Laboratory

Thomas A. Edison,

Grange, N.J. July 8th 1914

Received of Thomas a Edison

1000 shares Edison Portland Cement Co Common, Cert + 1724 Edison Storage Battery Co.

Charles Edison

Just alers

New Jenery Zone less Approves

To mys acres extractes in effects the freeze and recent and placed to the grant the mines, we of amountained as contained in letter of the track the mines, we of amountained as contained in letter of the track that the same, the of amountained as contained in letter of the track that the track the same.

## THE NEW JERSEY ZING COMPANY.

FRANKSIN FURNINGE NIJ Feb. 6/14.

SUBJECT EDISON TIMBER TRACT.

Carlott

2.16 4

W. S. Mallory, President, Edison Portland Cement Co., Stewartsville, N.J.

Dear Sir:

Confining our 'phone proposition to you of even date concerning the timber matter referred to in yours and ir. Carhart's letters of the 30th ult., I can offer you \$22,500.00 for your Edison timber tract of approximately 2248 acres. This would be strictly a cash proposition and in other respects as outlined in my offer of the 24th ult.

I make this proposition with due consideration for Mr. Edison's mineral rights, as outlined in your letter of the 30th ult.

As stated to you verbally I am leaving for the South Tuesday, the 10th inst., and I understand you will advise me tomorrow by phone the result of your interview with Mr. Edison, which will, if the proposition is accepted, permit me to get together with Mr. Carhart or such other parties as you may delegate on Monday, the 9th inst. to close the deal.

I endeavored to get in telephone communication with Mr.
Carhart both yesterday and today, but without success, and I sincerely trust that there will be no misunderstanding on his part because of the fact that I have taken this matter up directly with you.
Thanking you for your consideration of the personal feature involved in my attempt at hastening these matters, I am, Very truly yours,

CRR/D. FEB - 7 1914

Gullisolutus, "Edison Stillfork" Trom the Laboratory Thomas A: Edison/, Orange, NJ, 700, 7, 1914.

> Mr. W. S. Mallory, Pres. Edison Fortland Coment Co., Stewartsville, N. J.

Dear Mallory:-

This is to confirm the decision I endorsed on your letter of yesterday in regard to the offer of \$ 22.500.00 by the the New Jercey Zimo Co. for the land located at Edison, N. J. I understand that Meadencyort has tolephoned it to you through Bixler. The decision is as follows:

You can accept offer, but must be careful to reserve all mineral rights and all the land and facilities to operate the mines, and use of water, etc.

Thosa Choca

The Carbon Copy of this lottor is in the Legal Dopartment file 2118

... 0 0 E Y

17.1

Letter Press Copy in Logal Department Letter Book

February 11, 1914

A. P. Cobb, Vice Prosident, The New Jersey Zine Company, #55 Wall Street, New York, i. Y.

Gontlemon:

Regarding the se-called Edisen timber tract recently acquired by me from the receiver of the How Jersey and Pennsylvania Concentrating Works:

I accept your cash offer of \$22,500, for this tract, censisting of about 2248 ecros, leasted in Sussex and Norris Counties, New Jorsey; it being understeed that I shall convey sich rights as I have acquired in this property, excepting and reserving to myself all the minerals in and under the property, with the right to prospect anywhere at any time, to mine and ship ore, erect such buildings and Lay such tracks on said tract as may be necessary in connection with the mining, proparation and shipping of any and all ores, and with the right to use the roads on said truct and any vators on said tract which may be necessary for, maining, dressing and proparation of cree for the market; and with the further right to convey any such waters through natural water courses running through or ever said tract.

You Shall have thirty days in which to examine title.

and I will turn over to you upon request copies ofall title papers in my possession which may be of assistance in such examination; it being understood that you will pay the consideration price,

A. P. Cobb, Vice Prosident - 2 -

February 12, 1914

and receive deed as soon as examination of title is completed.

There are now on the property certain dismuntled buildings and building material which I have heretofore sold to J. H. Oliver & Co. 1414 South Form Square. Philadelphia, Pa., and this present sale is made subject to any rights which the said J. H. Oliver & Co. may have to remove and carry off said buildings and material in accordance with my agreement with said J. H. Oliver & Co.

Yours very truly

Signed by Thomas A. Edison

Juristmense The Greek and Allantic Steeneth a Sock \$100.00 To Sud alor. The Greek attlantic & S.C. \$100.00 To one share of stack Cartificte \$5.5 An value \$100.00

"FROM THE GULF TO THE ATLANTIC"

## Caloosahatchee Kiber Steamboat Co.

THOMAS A COURON
RADAS A COURON
RADAS

BARGES FOR HIRE,
HEAVY TOWING, ETC.

THE FASTEST AND BEST PASSENGER AND FREIGHT SERVICE TO ALL POINTS ON GALGOSANATCHEE, CRANGE AND HIS SIMMEE RIVERS, LAKE OMECONDEE GRANADE CANALS AND THE EAST COAST.

Q.F. STANTON

FORT MYERS, FLORIDA. July 11, 1914.

no com

Dear Sir:-

Mr. Thomas A. Edison, Orange, New Jersey,

The Gulf & Atlantic Steamship Company which was incorporated here last Spring is desirous of taking over the entire freight and passenger business of Menge Brothere. It is the only means of continuing navigation as the latter firm is forced to retire due to the severe losess incurred by fire and sinking of boats in January and February of this year.

The new Company is now constructing a three deck 100 HP Steamer with accommodations for eixty state room pase-engare, to ply between this City and Minama beginning January lat. The greamer will be modern in all respecte being equipped with private baths and laritories, electric lights, refrigerator plant, etc., Hearly one hundred representative growers and business men have already pledged \$40,000.00 towards this movement. We need your support for every dollar possible rather than let navigation be suspended. It will require our full capital of \$50,000.00 There is no question about the business being a paying one. Menge Brothers have been in successful operation here upwards of twenty-five years making a start with only a few hundred dollars and had it not

"FROM THE GULF'TO THE ATLANTIC"

# Calousahatcher Kiber Steamboat Co.

BOATS
THOMAS A.EDISON
RALPH BARKER
SUWANEE, NYANXA
UNEEDA, BEMINOLE
DAWN, RIVERSIDE
ADA MAY ANO

G. F. STANTON, GENERAL FREIGHT & PASSENGER AGENT

BARGES FOR HIRE, HEAVY TOWING, ETC. THE PASTEST AND BEST
PASSENDER AND TREISH'S ERVICE
TO ALL POINTS ON CALOGRAHATOKE,
ORANGE AND KIES IMMEE RIVERS
LAKE CHEECHOBEE DRAINAGE CANALS
AND THE KAST COAST.

FORT MYERS, FLORIDA.

-2-

been for a series of disasters with no insurance they would have continued.

The new freight tariff went into effect June 20th, which will provide for twenty-five per cent more revenue than last season which total \$61,000,00. I see no reason why we should not be able to pay two and one half per cent difference quarterly besides establishing a satisfactory fund for repairs, insurances, taxes, depreciations and all other over headexpenses. Please return the enclosed list with a liberal subsoription.

Yours very truly,

GFS/P

J. F. Stanton,

R. M. Randell mid Comesclor at Balo

July 25th, 1914.

Hon. Thomas A. Mdison,

Orange, H. J.

Doar sir:

Atha and attended of the state Yours of the 23d inst enclosed with cortificate of stock No. 20, in The Gulf and Stlantic Steamship Co., for correction, duly received. certificate numbered 21 in place of above mentioned cortificate numbered SO

Gift of \$200000

To Surveyments.
Edison Cortlaw Count C. Common Stock \$2000.00

To forty shares presented by the Edison to the Husthetipe a former draftemen. See letter of the Husthetipe attacked to June Entry.

attacked to June Entry. June out of Cost \$ 1726

EDISON PORTLAND CEMENT COMPANY

Mr. Thomas A. Edison,

Edison Laboratory,

Orange, N. J.

Dear Mr. Edison:

The attached note from Mr. H. M. Phillips. whom, you will remember, was one of our draftsmen and who subsequently worked with you in the Chemical Room, explains itself.

You will remember, that a certain amount of Common Stock was to be given to a few of the boys and I am under the impression that Mr. Randolph has a list, but nothing has ever been done in relation to it. Will you kindly advise me your wishes in the matter? As the stock has no market value, perhaps it would be just as well not to answer the letter.

Yours very truly,

5703 Northumberland Ave., Pittsburgh, Pa.

Tuly 28, 1914.

H.M. Phillips

The Edison Portland cement co., Orange, N. J.

Gentlemen;

Under date of Jun. 8, 1904, I received a communication from your Mr. Malloryian reply to eat inquiry of my own in regard to certain shares of stock held in my neme; in which he stated that "the stock of thendement nompany is not to be distributed until the plant has been in commercial operation for a given time. This time will be determined by Ur. Edison. None of the stock has been delivered to any of the boys as yet and you will be treated on the same basis as the rest.

Thinking it possible that you have overlooked this matter, I wish to inquire if the length of time referred to above has as yet matured.

Yours truly

JH 30 1916

# Legal Series -- Harry F. Miller File Group 2: Chemical Correspondence and Contracts (1915-1919)

This folder, which covers the years 1915-1919, consists primarily of correspondence and related agreements similar to the material in the "Chemicals" folders of the Edison General File Series. Most of the selected items date from 1915-1916 and pertain to Edison's production and sale of phenol, aniline, and other organic chemicals during World Wart. Included are agreements with the Cambria Steel Co. of Johnstown, Pennsylvania, and the Woodward Iron Co. of Woodward, Alabama, relating to benzol plants, along with correspondence with New York Edison Co. executives Nicholas F. Brady and Thomas E. Murray regarding Brady's investment in the aniline plant built by Edison at Silver Lake, New Jersey. There are also financial agreements and correspondence relating to Edison's purchases of acids and other raw materials and to the sale of his various chemical products. These include benzol purchases from the Dominion Iron & Steel Co. of Nova Scotia, aniline sales brokered by Stanley Doggeth, phend sales to the Picatinny Arsenal, and sales of folioul from the Johnstown benzol plant to the Du Pont Co.

Other subjects include Edison's business dealings with the Japanese firm of Mitsui & Co., issues relating to Heinrich Hirzel's distillation patents, Edison's exhibit at the National Exposition of Chemical Industries in New York City, the disposal of spent acid, and the pricing of benzol. The documents from 1917-1919 concern the decline of profits from chemical sales, the transfer of Edison's privately-owned plants to the Coal Tar Products Division of Thomas A. Edison, Inc., and the conclusion of his partnership with Brady. In addition to Edison's business secretary Harry F. Miller, the correspondents include Edison's personal assistant William H. Meadowcroft, who managed much of the chemical business; Richard W. Kellow, who succeeded Miller as Edison's secretary, and financial executive Stephen B. Mambert.

The documents in the archival record group at the Edison National Historical Site are filed in 118 numbered envelopes. The selected items have been rearranged in chronological order. An Item-level finding ald, with the names of all of the companies with whom Edison transacted business, is available.

Approximately 10 percent of the documents have been selected, including all items reflecting Edison personal involvement along with a representative sample of standard sales contracts. The unselected material

includes documents relating to shipping instructions, tank cars, and the return of empty drums; standard short-term sales ontracts without further substantial information, contracts to purchase raw materials, and contracts that were never implemented; and additional accounting documents from 1918 and 1919 pertaining to ownership of the aniline plant.

Related documents can be found in the Chemical Production Records (Special Collections Series) and in the "Chemicals" folder for each year of the Edison General File Series.

ega No 58.

Idoutification

Mr. Edwin E. Slick. Vice President and General Hamager. Cambria Steel Company, Johnstown, Pa.

I hereby agree to creat at my own expense a Bencol Absorbing and Refining Plant at a place designated by you, and commentently located near one of your banks of my-mromat tone overm (observed that plant shall be cample of absorbing all of the location that one from the Coke over goal such hydrocarbons being goal such hydrocarbons being called the circlete hundred (1800) gallons, more or loss, per day. The plant to be in operation within skyly (60) days from date, unless I am prevented by unavoidable causes from completing within that time

The Comparis Company to rent to me at a nominal rental the ground upon which the plant is to be erected. This plant is to be owned and oper-ated by me, subject to such rules and regulations as you may lay down to prevent any disturbance of your present gas system, and to provide against danger of fire.

You will agree to sell to me all the stems I may require to oper-ate my plant, the price for such steam to be the usual price, provided you have sufficient excess steam capacity to farmish.

pure bennol and to have to pay to you eighteen (18) cente per gallon for all the will doe not not not be been and the part of part. It will doe not you you ten (10) cente per gallon for while to extent naphthes so choosed, refined and shipped. In one or while to exit the xylol and solvent naphthes as a profit, now the right to return and solvent naphthes as a profit, now the right to return the control of the xylol to xylol the xylol th the same to the gases without payment therefor to you.

This contract is to cover a period of three (3) years from this

date. At the end of the three (3) year period, you are to have the right original cost in case you have the true three (2/3) the amount of the original cost in case you do not desire to purchase the plant of the have the right to remove it. In any event, afternous the right of the true have the right to remove it. In any event, afternous three of the right of right nal plant, at the true market price for the same year by year.

As you have another bank of by-product ovens in connection with

15

Page two-

which you may desire to erect an absorbing and refining plant I agree that you shall be entitled to use all my plans, to copy my plant, and to receive all necessary expert advice from me or my people to enable you to erect and operate your own plant successfully, without any charge or claim whatseever by me.

Yours very truly,

( signed ) That a. Edison

Thomas A. Edison,

Orange, N.J.

We accept the above proposition.

CAMBRIA STEEL COMPANY

Vice President & Governi Manager

25%

March 11th. 1915.

Mr. F. N. Brady,

54 Wall Street,

New York City.

Friend Brady:

Glad you will come in with me, we will help a good many people out of a serious condition, and at the same time be well rewarded. My proposition is to go right ahead and quickly put together a plant to mammfacture Aniline, Mitrobensol, Biphenylamine and Acetanilid. All these are made from Bensol, which I now can get.

I think \$35,000 will cover the plant I propose putting in. If you will place the money to my oredit, I will give orders for machinery eto. When bills come in I will draw check, send it over to Hurray to countersign and pay it.

You are to be paid all the profits until you have received all your money back, then we own the plant jointly and split the profits. If this is 0. K., telephone to me through Meadoworoft.

Yours very truly,

REITH CAR COMPANY
PEOPLES ON BUILDING
THE STREET ON BUILDING
THE STREET ON BUILDING
TO CONTRACT DAY
TO CONTRAC

Mr. Thomas A. Edison, Orange, H. J.

Dear Sir: -

Have your letter of Earch 11th, 1915 and instructions have been tolegraphed this morning to have two of the 10,000 gallon tank cars made ready without delay and shipped to "Thomas A. Edison. c/o Cambria Steel Company, Johnstown, Pa." chargos prepaid.

The numbers of these cars are 467 and 468 and they will be lottered "Keit tank Line" and best he reporting and identifying marks K. 2.

Market R. 2.

Market

These cars ought to be ready for shipment by the early part of next week and should be in your hands at Johnstown inside of one week from this date.

We enclose two copies of our lease covoring the use of these two cars in your exclusive service for one year.

Johnstown and we will have the matter taken up with Mr.Ri.Patterson. Supt. Freight Transportation of the Pennsylvania Lines Zast, at Philadelphia, Pa. in regard to the prompt movement of them from Milton to Johnstown.

We also enclose a sample of the blank upon which some one authorized by you should send us a report of the shipments loaded in these tank cars when they are shipped out, and also if possible a report when these cars are shipped back empty, and how consigned, etc. in accordance with the blank.

This is for the purpose of our knowing where ours are moving from and to and whether loaded or empty, as the Rallroad Companies do not make a report to us except when cars pass out of their possession going to another road, in which case they send us a junctional report showing the dollver;

We prosume you will notify the parties to whom you ship the loaded car just how you wish the empty car billed when unloaded, that is, whother you wish to have it billed back to you at Johnstown or otherwise. It would be best, we think, for you to do this, KEITH CAR COMPANY
PEOPLES OAS BUILDING
122 SOUTH HICHIGAN AVE.

T.A.E. #2

sending us advice of what instructions you give by the use of this blank.

This is the arrangement which is in effect with our other you ship the car to and to whom the shipment is made giving un the full routing and how you want it returned, we made then handle the matter and get the car back to you, but we shain this is rather a round about way of doing it, and perhaps it would be better for you togo it is the people to whom you consign your shipment.

It also has occurred to us that it might be well for us to stencil on the cars on each side some information showing they are in your sorvice. For instance, the following might be stencilled on the right hand end of each cide of the cars, "In service of Thomas A. Edison, Johnstonn, Pa." having the letters "In service of" in small type, the balance of the stencilling, ("Thomas A. Edison, Johnstonn, Pa." in larger type.

This is done with some of our lessees, and where care are taken on a sac running for one year or longor, we think it is supported as a because it postitively identifies the care as it is suggest to a particular service. If you agree with us that this should be put on the ears, would be giad to have you telegraph us upon receipt of this letter identify morning to that effect.

We have sent instructions to the shops at Milton so that in case you should wire us to put this stoncilling on, we can telegraph them to go chead with same, and they will already have had information in their possession without weiting for the sketch.

As may be seen by reading over this contract, it is more lengthy then we should like to have it. but all that it senouses so that the work of the second section of the section o

you in any way in which we can consistently, not only in commostion with these two cars but on any other subject on which we may be able to advise you, as it is our aim to co-operate to the fullest extent with the users of our equipment.

Yours truly.

President

THIS AGREEMENT, made by and between Thomas A. Edison, of Orenge, N. J., horeinsfer colled party of the first part, and Woodward Iron Company, a body corporate under the lows of Delewere, hereinfort colled party of second pert.

#### WITNESSETH:

1- party of first part agrees, of his expose, to great a baselin sharking and refining plant, at a place designated by party of the plant, conveniently located several plant to be capable of treating and the plant to be capable of treating party 15,000,000 or 14,000,000 of et of goe deadly, plant to be careful and put in operation within sixty days from date hereof, unless party of first part is provented by unavoidable causes free completing within that time.

2- Perty of second part agrees to rent to party of first part, et o nominel rent, the ground upon which esid plent is to be erected. This plent is to be owned and operated by party of first part, subject to such researche rules and regulations as party of second part may lay down to prevent any disturbing of its present gas

system, end to provide against denger of fire.

Party of accord part agrees to sell to party of first part all steam he may require to operate his plant, the price for such steem to be a resonable or usual price in Birminghem district, provided party of second part has sufficient excess steam capacity to furnish steam required. Party of second part is to furnish party of first caputary to turns a stemm sequirate party of account part and names party of interpret with water required, being approximately 250,000 gellons part and to comment its gas main to party of first part's plant, at its exponse.

A party of first part agrees to pay fourteen cents per gallon for all bensol and party of first part at this plant, and also spress on toloud observed and reflined by party of first part at this plant, and also spress on the party of the party of

one toward openiod one relined by party of Lars park at the pure, and case greets to pay to party of second part ten cente per gellon for xylol and colvent negations so sherbed and refined et plant, but in case party of first part is unable to sell xylol and solvent neghthes at a profit, he is to have the right to return the same to the geses without payment therefor, to perty of second part, oll payments to be made on or before the 20th day of each month for benzol and toluol, xylol and solvent naphthas shearhed and refined during the preceding month, party of first part to submit a written statement to party of second part of emounts so absorbed and refined during whatten restaures to party or second part or second part of smedder and refined during preceding month, with the right in party of second part to check and make exemination of party of first party a books.

5. This contract shell cover a period of three years from the date hereof,

with the option in purty of first part to terminate the contract at the end of the first year, or at any time thereofter, and remove the removable parts of the appeartus, with the right, however, or option in party of second part, at end of three year ported, or on exercise of seid option by party of inter part, after party of first part ebandons plent, to purchase plent at two-thirds of the enount of its original cost. In event party of second part does not exercise option to purchase, party of first part shell have right to remove plant.

If party of second part takes over plant under the provisions hereof, and of it purty of second part teams over them named and provisions acres; and if, ofter the expiration of three year part of from this date, party of eccond part is continuing the production of benned and toluck, party of first part is to have the option of purchesing from party of second part for period of three years quantity of benzol end toluch equal to the capacity of party of first part plant at the market price from time to time during each year, provided however that in event market price et any time is not astisfactory to party of second part, party of second part shall have the right to decline to sell and store its products sweiting a market price that is estisfactory to it.

IN WITNESS WHEREOF, party of first and accord parts have hereunto set their eignotures in duplicate, this /S doy of Morch, 1915.

Party of first part.

WOODWARD IRON COMPANY,

party of second part.

# Stanley Boggett

Colors, Chemicals, Oils and Mineral Products

CIAL CORRESPONDENTS IN ALL PRINCIPAL DOMESTIC AND PORIUGN MARKETS

NEW YORK 3/16/15

.

Mr. Thomas A. Edison, West Orange, N.J.

Dear Mr. Edison; -

Observing from press account, you're producing
Benzol and expect in the near future producing Aniline Oil,
which commodities I deal in to some extent, would like to
know if you are in position to offer me at this time three
or four drums of 90% Benzol and up to 25 or 50 drums of Aniline
Oil.

If so, for what price and for what deliveries?

If you are unable to offer me these goods, probably
you can suggest to me some source of supply for which information I will be grateful.

SD/HS

ours frery respectfully.

Cannot set Thempol I use of for necking Carbolic acid a will state meaning pure Anchin in 30 days E. MÜRRAY. SAWALL ST. NEW YORK.

March 16th, 1915.

W. H. Meadowcroft, Esq.,

Orange, New Jersey.

My dear Mr. Meadoworoft:-

Mr. Brady has deposited \$35,000. to Mr. Edison's and my account. I am enclosing you two signature cards for Mr. Edison to sign on line above my signature. Will you kindly return these cards to me for the Central Trust Company?

In talking with Kr. Edison yesterday, he explained the products that he was to get out of the benzel, and that his plants were big enough to cover his requirements. In connection with this matter, would it not be well for you to get from Kr. Edison what he intends to charge Mr. Brady and himself for the benzel?

Sincerely yours,

nols. (1566

Thomas Munay.

本本

hange to new plant

an I change

March 17th, 1915.

Mr. Thomas B. Hurray,

54 Wall Street,

New York City.

by dear Mr. Murray:

I am in receipt of your favor of the 16th instant, and note that Mr. Brady has deposited thirty-five thousand dollars (\$35,000) to the account of Mr. Edison and yourself. I return the signature cards herewith,

In reply to your inquiry as to what Mr. Edison intends to charge Mr. Brady and himself for the Benzol. let me say! have talked with Mr. Edison about this and he says that he will charge to the new plant just what it costs has for the Benzol.

Yours very truly,

Assistant to Mr. Edison.

Enolosure.

All communications should be addressed to "Commanding Officer, Pleatinny Arsenal, Dover, N. J." QCH/AC

POST OFFICE, ADDRESS: TELEGRAPH, BOVER, EXPRESS, N. J. FREIGHT ADDRESS: PICATINNY ARSENAL,

DOVER, N. J. | March 23, 1915.

Hy dear Dr. Hutchison,

I would suggest that you incorporate a clause in your preparant for bensel providing that no liquidated damages shall be deducted for any dallys caused by fire, explosion, etc., or other unavoidable causes. We always put such a clause in our contracts anyway, as you will see from the printed page from our regular contract form which I am enclosing hereafth.

The phenol received from you come time ago complied in every way with the specifications which we have embodied in our advertisement. I was careful to see that no requirements were put in our specifications which you could not meet.

Your o sincoroly, Odno at Horney

1 Enc.

Dr. M. R. Hutchison, Edison Laboratory, Orange, N. J.

#### Porm 586 H (third sheet).

more such futhrow to deliver, the contracting officer, or his successor, may, after notification in writing, with the approval of the Calef of Ordanuse, United States Army, recoed to complete the belivery of all the material berein contracted for, or any part thereof, in such manner as he may doesn best for the interest of the public service, charging to the contractor any excess of cost over the contract price insurered by such action.

ARTICLE 6. In the event of the failure of the contractor to make acceptable delivery of the material herein contracted for at the rate, or within the period, stipulated in Article 1 of this contract, the contracting officer, or his successor, in lien of proceeding as provided for in the preceding Article, may waive the time limit, and the contractor shall complete the delivery within a reasonable time, and there will be deducted as liquidated damages from any payment to be made thereafter, //20 of one per cent of the contract price of any material delivered thereafter for each and every day of delay in its delivery beyond the date stipulated in Article I for the completion of the delivery. It is hereby mutually agreed that any deduction so made is not imposed as a penalty, but represents the liquidated damages and is based upon a caroful and reasonable estimate of the loss which would actually be sustained by the United States if deprived of the use, as a public utility, of the material in question during the period of delay for which deduction is made. XIn making final settlement based upon the date of completion of the delivery, the contractor shall receive credit for such delays occurring during the performance of this contract as the said contracting officer, or his successor, may determine to have been due to unavoidable causes, such as fires, unseasonably severe storms, labor strikes, action of the United States, etc., and the date of completion shall be considered for the purpose of final settlement as the date of actual completion of the delivery less the delays found due to said mayoulable causes; but none of the above causes shall constitute a basis for an action against the United States for damages.

ARTICLE 7. No person or persons shall be employed in the performance of this contract who are undergoing sentences of imprisonment at hard labor which have been imposed by the courts of the several States, Territories, or municipalities having criminal jurisdiction.

Hamilia Estino

March 27, 1915.

Commanding Officer, Picatinny Arsensl, Dover, N. J.

EID:-

I am enclosing heresith duly executed proposal to furnish 135,000 pounds of edmeercial phenol, complying with the specifications in your circular advertisement and proposal, bits on which are to be opened on /pril first.

I will be able to let you have this phencl at the very low price, considering the market, of Rof per pound, delivery to be extended over a period of trenty-four conthe, beginning thirty days from the date of contract.

I do not find in the circular adverticement and proposal any provision protecting as against delay or inability to deliver through fire, unseasonably severe storms, labor strikes, action of the United States, etc.

I am therefore making this proposal, based upon the understanding that in making filml settlement, based upon the date of completion of the delivery, I shall receive credit for such delays occurring during the performance of this contract as you or your successor may determine to have been due to unavoidable sources, such as fires, unseasonably severe stores, habor strikes, action of .

-2-

the United States, etc., and the date of completion shall be considered for the purpose of final satisfacent as the date of actual completion of the delivery less the delay found due to said unavoidable course.

I understand that in the actual contract, you do include such provision, but I want it clearly understood that my willingness to supply you with this phenol is based upon such provision being included in the final contract.

In this price, I have allowed for the purchase of entitioned drume to contain a two-months supply or 10,634 pounds. It is therefore understood that the drume will be expited as quickly as possible, upon receipt by you, end returned to me at my expense, all drume kept by you for a period exceeding sixty days to be billed to you at a cost of ten dollars per drum.

Also, as to the matter of steel drums;

Respectfully,

N. S. A. 514.

Contract No. 23233 Opening March 16, 1915 19 . In reply refer to No. 23233

#### NAVY DEPARTMENT.

### BUREAU OF SUPPLIES AND ACCOUNTS,

ON D. C. March 29, 1915

Sin			
	A contract numbered 23233 and dated April 5, 1916	, 19 ,	has been entered
inte	with THOMAS ALVA EDISON,		
2	West Orange, N. J.		
	furnishing the following articles to be delivered at the place and wit	hin the firm	a stated for each
ola	se, and at the price set opposite each item, respectively, and, unless other	rwies provi	ded, to be subject
2	the terms of the above contract quoted on the back hereof:		
10		T	11.11.
- 1	Class 272(Bu. reg'n 155, Ordnance,-Sch. 8057.)	!	1
	To be deliveded, i. b. company's week, deliveries to begin in 90 days from a contract of contract and to be at the note of shout 11/290 pauma per menth. All deared for the contract of the co		
- 1	stated above.  Stock classification No. 51.		
- 1	210,000 pounds (about) commercial carbelic acid, in iron drumsper pound	56	151200 00
1	270,000 pounds (about) commercial curvature acts, in hos action to the fellowing specifi-	1	1 - 1
- (	continue:		
1	Colories crystalline commercial carbone acts, motors parts of water; must		i I
		1	1 1
	Wide are desired on acid, to be delivered in drums, net.  Bruns to remain the property of the contractor.  Bruns to remain the property of the contractor.  All drums in good condition grill be returned by the Covernment, at the All drums in good condition grill be returned by the contractor of the c	1	
	contractor's expense, within 2 months after date of delivery of the mn-	1	1 1
	BIO per drum, chargeable to the appropriation under which the material was	İ	1 1
7			
	cent for all drums not returned within the period specials	1	1 - 1
	Bidders must state on the blank mes below the mane of the works	1	1 1
	Edison Chemical Works		1 1
	Silver Take, H. J.	1	1 1
		ı	
	Ordnance. Prompt inspection can be arranged to be been the material blank lines below the name of the works, as well as the place where the material will be effected for inspection, giving the exact address.		
	Same		
		ı	
	When the bidder and the manufacturer are the same the exact address of the place where the material will be effored for inspection should be given and not the		
	effice address.  All handling of material necessary for purposes of impection shall be per-	1	
		l	1
	of materials used shall be prepared and tested at the expension and exhibition at their form of a superior in a sutherized at userfax, shipment made without authority, from the Georgmout impector may result in return, at contractor's expense, of materials to his sorter for immediate.		
Na. CH	material to his works for turnentien		made ago at the control of the contr

Respectfully,

Romes Abo Rdison

T. J. COWIE, Paymaster General, U. S. N.

\* We supply in cans at no inercase C
in price.

Cublo Address "Edison; New York"

Trom the Laboratory Thomas A. Edison;

J. T. Baker Chemical Company, Phillipsburg, H. J.

Change, N.J. March 24th. 1915.

#### Gentlemen:

The Dominion Iron & Steel Company, Sydney, Hova Scotia is installing at its Coke ovens a Bensol Absorbing and Scinning Flant according to my plans. This plant is now under construction, and will protably go into operation in about forthy (40) days. Dute my contract with them I can entitled to purchase eight hundred (500) gallons of pure Bensol zol daily.

You desire me to furnish you with approximately seven hundred (700) tons of pure Phenol, deliveries to commence on or before June 1st, 1915, and to continue for one year, at the rate of approximately four thousand (4,000) pounds per day, more or less.

I spree to whilese he above mose d daily supply of eight hundred (800) galloms of Bennol to make this Carbolio Acid, and to furnish much increbile Acid at our surface at a price of seventy-two and six tenths cents (72.6 cents) per pound, spot load, payment to be made on sight draft attached to Bill of Lading presented at a bank to be designated by you.

An an additional consideration to us for making this agreement, you are to furnish m with the sum of forty-four thousand dollare [\$44,000] which I undertake to use in building the special plant to make the above named Carboic Acid. This plant will be ready in about forty (40) working days if unforcesen contingencies do not arise. This Carbolic Plant is to be and remain up propriys at all times.

It is to be understood that I shall not be liable for damages for the non-fulfilment on my part of this contract if such non-fulfilment is caused by fires, explosions, strikes; the acts of God, or any unforeseen manufacturing contingencies; in other words, I shall homestly and in good faith endeavor to live up to my part of this contract strictly, but must be allowed to provide against liability for unforeseen contingencies not within my control.

. It at any time during the continuance of this agreement you fail to take an lay for the Carbolla Audi for a period of one month, this contest that I mill and wid, and I shall be free to well the whole output of the Carbolla Faint to other without any accountability to you, nevertheless, you shall be held reliable for the fulfilment of the contract.

This agreement is not transferrable, and if not definitely closed by deposit of said forty-four thousand dollars [\$44,000] by noon Baroh 25th, 1915, all the above will be one-mill said oid.

August L. Maron Column.

AT Barn & humand G & Baken Pres

Cablo Aldress "Edison New York" Trom the Laboratory Thomas A. Edison Crange, N.J. March 25th. 1915.

> The Miller Rubber Co., Akron, Ohio.

Gentlemen:

1. 16

In accordance with the correspondence and telegrams which have passed between us. I was to continue us sale to you of thirty-six thousand (35,000), you not the mate of three thousand (3,000) pounds of Antinue Oil, the same to be delivered and acceptant for one year from the time of my commencing of the part of the same of the same of the commencing of the part of the same of the same of the commencing of the same of the same of the same of the commencing of the same of

rart of this contract, but an not to be held liable for damages because of any non-fulfilment thereof caused through fire explosions, strikes, or the acts of God, or unforessen manufacturing contingencies.

I enclose duplicate of this letter. If the above is agreeable to you, please write your acceptance at the foot of one of the copies and return it to me.

Yours very truly,

april 22, 1915 We havely agree to limit the contract from one The Muller Rusbin & Shoo a Edward & Shoo a Edward & Shoo a Edward & Shoo a Edward & Sugar Show a Spirit shoot of the sure of t

The grand Medical Agent 21. 1. 1. from A Helandu + Son.

They would have placed 10 Ton order nor but say they would rather try out a 2 Tou lot first as they have never used any of your also say if they have to pay more for the other 8 Tous after trying this they are willing to. I sample of the Solt they are now using which I will bring out with me next time of call, In your examination.

Trusting this order will be satisfactory
and met with M. Edwins approval, I remain

Yory truly yours

Guin whe Mr. Edison

Stanley Dogaett

tt Return Town

# Colors, Chemicals, Gils and Mineral Products

DOGORITY, NAW YORK

NEW YORK

PRICIAL CORRESPONDENTS IN ALL PRINCIPAL IDDINSTIC AND FORTION MARKETS

22/15 H

Mr. Thomas Edison, Orange, N.J.

Dear Sir:

Referring to pleasant interview hed with you and Er. Meadowcroft early this A.M., also subsequent phone chat had with Mr. Meadowcroft, it is understood, in order togoffset the loss I sustained in taking on Aniline Oil business from the Firestone Tire & Rubber Co. yesterday and in order to give me a profit on the transaction to repay me for extra effort I put forth in securing this business, with a view to further and extensive dealings with Firestine Co. in future providing I can satisfy you, which I will do, that I sold this concern 20 tons of your 0il, purchased at  $58\phi$ per pound, at 50¢ per pound showing a loss or sacrifice of 8¢ per pound, you are to let me have 35 tons of your Aniline Oil also rold to this concern, delivery at the rate of 5 tons per month June to December next inclusive at a net figure of 27¢ per pound f.o.b. Silver Lake, H.J., usual terms 30 days net cash or less 1% for cash in 10 days. Drums charged for as usual and returnable if in good reuseable order within ninety days from shipment. freight charges prepaid to Silver Lake, N.J.

In accordance with this understanding, I endlose herewith my official order #9896 for 35 tons of Aniline Oil with price left blank but reference made to this letter as covering that

# Stanley Doggett

# Colors, Chemicals, Gils and Mineral Products

DOGGETT, NEW YORK

99 JOHN AND 11-18 CLIFF STREETS

SPECIAL CORRESPONDENTS IN ALL PRINCIPAL DOMESTIC AND PORIGON MARKETS

A. B. C. PIPTH EDYION

PHONES --3571 AND 3592 JOHN NEW YORK

point, which as I understand it, is the way you desire this order handled.

As soon as I receive official confirming order from the Firestone Co. showing their purchases from me of 20 tons of 58% goods at 50% per pound and 35 tons at special price to me of 27% sold to them at 52%, will as promised your Mr. Meaduworoft submit their order for your perusal to verify statement as to terms and conditions of sale made to you this morning, based upon which statement, I appreciate very much, the fact you were fair enough to make concession I requested so as to afford me a profit on the firestone Co's business instead of Aloss.

SD/HS enclosure. You's very respectfully,

Return wirm Culte Address: MICH STULL & CO. LEGUED. Milsui, N.Y.

Mitsui Bussan Kaisha, Ltd.)

TOKIO YOKOHAMA YOKOBUKA KOBE OSAKA NAGASAKI NAGOYA NIIGATA TSURUGA

міікє WAKAMATSU KARATSU KURE KISHIHA BASEBO MAIZURU MURORAN AWOMORE HIYAKO SUNAGAWA

OTABU SAPPORO TAIPEH TAIHAH CANTON NONG KO SHANGHA HEWCHWA CHOSHUN HARRIN VLACIVOSTOK TIELING TIENTSIN CHEFOO HANKOW SWATOW AMOY POOCHOW PEKING

MOUNCER SEOUL ANTOHKEN KWANCHINTU BANGOON SOURABAIA CALCUTTA SYONEY

HAMBURG LYON SAN FRANCISCO PORTLANO MANILA BOMBAY SINGAPORE

The hone 10010. Undison Synan

Attention of W.H. Meadcoroft, Esq. York/ Thomas A. Edison, Esq.,

Orange, New Jersey.

Dear Sir:--

Confirming the Writer's telephone your Mr. Meadowcroft last Saturday, we hereby place an order with you for 36 drums of pure aniline oil at 30¢ per pound, f.o.b. car at your Plant ( which includes our commission of 5%), shipment to be made as follows:

One drum on the first of June, Two drums on the fifteenth of June,

Two drums on the first of July, One drum on the first of July, Two drums on the fifteenth of July and so on up to the fifteenth of May, 1916. Our friends, Germania Hosiery Company, Kensington and

Allegheny Aves., Philadelphia, Pa., wish one drum very badly and if you can ship it a few days earlier than June first, they will highly appreciate your courtesy.

In order to make you well acquainted with this transaction of ours we herewith enclose you copy of contract made between Germania Hosiery Company and ourselves.

> Very truly yours, WI & BO, LIMITED

ST/LM

neval Olem Go or Gelange us down t the year to fact a flow porce, the letoes ref our plant i/ale unity point afthe couly take

This is to confirm sale made this day by Mitsui & Company, Ltd., New York City and Germania Hosiery Company, Philadelphia, Penna., of pure Aniline Cil, thirty-six (36) drums.

SHIPMENT from Thomas A. Edison's Plant, New Jersey, during June 1915 - May 1916. One drum to be shipped on the first day of the month and two drums of the 15th day of every month.

PRICE Thirty cents (30¢) f.o.b. car at the Plant, not including iron drums which shall be returned to the Plant in good condition in reasonable time.

PATMENT: Cash against railroad bill of lading. Date of the bill of lading is to be final to prove date of shipment and Seller not to be held responsible for short delivery due to leakage or breakage during transit.

In case of Force Majeure, Sellers to be released from the fulfillment of this contract or any part of this contract, actually so affected.

New York, April 24th, 1915.

Accepted Signed Buyers

Accepted. (Signed Shunzo Takaki) Sellers.

Please sign Duplicate and return to us.

Educations Edison Sidder From the Laboratory M. Miles of Thomas A. Edison,

American Oil & Supply Co., Newark, N. J.

Gentlemen:

In accordance with our conversation this morning I will accept your offer of twenty-seven (27) drums of pure Benzol and five (5) drums of 90% Benzol on the following basis:

I will give you one and a quarter (1 1/4) pounds of my standard Carbollo Agid for each gallon of Benrol confained in the above thirty-two (28) drums. In addition, I will addition 1 by 500 Benrol and give you above the standard of the stan

dred (100) drums of pure Bensol, well washed, and will give you in exchange therefor one and a quarter (1.1/4) pounds of my regular Carbolio for each gallon of pure Bensol conteined in the said one hundred (100) drums. On this separate translation of one hundred (100) drums I will also give you a bouns of five hundred (100) brums I will also give you a bouns of five hundred (100) pounds of my segular Valabolio.

In all the above transactions the drums are extra, to be oredated on either side when returned. It is understood that as regards the first named shipment of thirty-two (32) drums, you will ship those named this week, and the Carbolia which I will grave you in earnbauge here the standard to the transaction of one hundred (100) drums, I will deliver Carbolia to you to correspond with each shipment of Bencol that you make to me at the earliest possible date thereafter that I can do so without tying my own phonograph plant my. In reliation to this, I deducted to you within ten days or two weeks after the receipt by me of the one hundred (100) drums of Bencol. Unless prevented by coorureness beyond my control I will deliver you some Carbolia from day to day until I fulfilled my part of this arrangement.

Thirtilled my part of this arrangement.

Tours very truly,

American On Happy Short Charge

16/

Mr. mieler.

Mr. Edicon wishes you to open an account on your books with Heinich Hirzel, of Leipzig-Plazuritz, Germany, and create him with royalty of 1/4 of a cent for each gallon of Benzol or Tolinol stipped away from Cambria and Wardward plants.

WH-teadownerfy

may 4/15

Culter Shifterin Nu MIN SUU & CO, WASSIED STAKEN SHINE CO WAS CO WAS (NA WASSIED)

TOKIO YOKOHANA YOKOSUKA KOBE OSAKA NAGASAKI MOJI KAGOYA

HUCHIHOTZU

NÍÍGATA TSURUGA MIIKE
WAKAMATSU
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KISHIMA
SASEDO
MAIZURU
MURORAN
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MIYAKO
SUHAGAWA

SAPPORO TIELING TIENTSIN CHEFOO TAIHAH HANKOW CANTON HONG KONG SWATOW AMOY SHAHGHAI HEWCHWANG FOOCHO TSINGTAU CHOSHUN PEKING VLAGIVOSTOP

MOUKOEN SEOUL CHEMULPO ANTONKEH KWANCHINTU BANGKOK ' BANGOON SOURABAIA CALCUTTA SYDHEY LONOON
NAMBURG
LYON
NEW YORK
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SAH FRANCISCO
PORTLAND
MAHILA
BOMBAY
SINGAPORE

25 Audison Avenue;

New York/\_\_\_\_\_way

May 15th, /9/ 5.

Thomas A. Edison, Esq.,

Orange, New Jersey.

Dear Sir:--

We beg to outline the following proposition for pure phenol, United States Pharmacopacia quality, for Japan which has already been verbally arranged with you.

- You agreet to make 1,500 pounds per day, commencing June, 15th, 1915 for the minimum quantity of 200,000 pounds, provided we pay for the additional machinery, the cost of which will not exceed \$15,000.
- Your price, f.o.b. Factory without containers will be fifty cents (50¢) per pound, provided you get pure benzol from Woodward at forty cents (40¢) per gallon.

Upon the above basis, we have been exchanging cables with Japan and the last cable which reached here this morning states that our Japanese Buyer signed the contract with the Japanese Government for 500,000 pounds to be delivered by January 31st, 1916.

The above delivery is not quite right because by January 31st, 1916, you will be unable to deliver anything more than 280,500 pounds, figuring twenty-five working days in a month. Therefore

To Thomas A. Edison, Page 2.....5/15/15.

we cabled back to Japan that we will not accept the contract unless they give us an order for 350,000 pounds, delivery of which will be completed in the middle of March, 1916. At the same time, we mentioned in that cable that we might be able to get Manufacturer here to take an order for 300,000 pounds, delivery of which is to be finished on the 15th of February, 1916.

In order to keep you well posted on this transaction, we herewith enclose a proforma invoice which we made out and which will clearly show what profit we make. In this Pro-forma Invoice we took very safe figures about freight and packing and we also added one cent to the cost to cover pure bensol which we very likely must buy in the market to deliver you early in June. We agreed, because Doctor Takamine originated this inquiry, to pay him six cents per pound as commission and we take six cents as commission and also reserve(one and six tenths cents (1.6¢) for our people in Tokio, who will have to attend to the receipt of payments and also making the delivery of the goods.

Our Japanese Customer agreed to pay eighty-five cents (85%) to per pound, C. I. F. Japan and if we deduct seventy-nine cents (79%) out of 85%, there is six cents left which we will turn in to our joint account for Benzol Absorbing Plant at Woodward.

Our figures in this Profórma Involce are all very eafs and we we may find quite a bit left as our profit and in such a case, we will turn it back into our joint account. Thomas A. Edison, Page 3, 5/15/115.

The above mentioned six cents per pound was figured on basis that you pay 60¢ for one gallon of Benzol from Woodward. But, if you pay only 40¢ for one gallon of Benzol, then there will be 3.4¢ on top of 6¢, or in other words, we can turn back into our Woodward joint account 9.4¢ which means \$.564 more for one gallon of Benzol at the rate of 6-1/2 pounds Phenol to one gallon Benzol and \$.611 more at the rate of 6-1/2 pounds Phenol to one gallon of Benzol. At any rate, out of this carbolic acid transaction, our Benzol will be sold at One Dollar or more per gallon and because it will take 50,000 gallons of Benzol to make \$00,000 to \$30,000 pounds of carbolic acid, the Woodward joint account will receive semewhere around \$50,000.

Supposing that each gallon of Benzol or#Toluol from Woodward cost us 40¢ per gallon, the total liability will be \$180,000 on basis of 450,000 gallons output. Since you have already bought 600 gallons per day for one year which means 219,000 gallons at 60¢, the Woodward joint account has already \$131,400 as a sale and now, we can add \$50,000 to it, total of which will just cover the entire liability for the first year including cost of the plant.

Therefore, whatever we sell on top of these two sales of Bencol will be clean profit which will be divided half and half as per our agreement and we feel that we can afford to go slow from now on and hope that the above is to your entire satisfaction.

Yours very truly,

ST/LM

#### PRO - FORMA INVOICE,

#### 330,000# Pure Phenol.

Price fifty cents (50¢) per pound on basis of price of Benzol forty cents (40¢) per gallon. From one gallon of pure Benzol six pounds of Phenol can be obtained. In case of price of Pure Benzol is sixty cents (60¢) per gallon.

60¢ - 40¢ = 30¢

 $20\phi \div 6 = 3.33\phi$ , say  $3.4\phi$ 

herefore, net price of Phenol 50¢ plus 3.4¢ =	53.4 ¢
Cost of machinery including interest \$15,000.00 plus \$1350.00 = \$16,350.00 \$16,350.00 divided by 330,000 = say	5.0
Freight, Packings and Insurance, say	6.0
For emergency, Pure Benzol may probably be necessary to buy from outside, say	1.0
Commission for Dootor Takamine	6.0
Commission for us	6.0
Commission for Tokio Office say	1.6
Price per pound	79 Od

Carbolie . Public Steletross: Mich Saud & Co) Limber. Milsui, N.V. Kaisha Std.) HOUKDEN TOKIO TIELING SEOUL CHEMULPO LYON YOROHAMA TIENTSIN YOKOSUKA ANTOHKEN CHEFOO KWANCHINTU DALLAS OSAKA BANGKOK SWATOW NAGASAKI BANGOON PORTLAND HOUL FOOCHOW BOMBAY HAGOYA CALCUITA TSINGTAU SINGAPORE KUCHINOTZI PEKING NIIGATA GIRIN TRUBUGA June-let Thomas A. Edison, Esq., Orange, New Jersey. Dear Sir:--ponversation of even date We beg to confirm our to the effect that you agree to increase our order for 300,000 lbs. of Phenol to 323,000 lbs. to be delivered in equal quantities every day beginning with June 15th and ending with December 31st,1915.

This additional order naturally increases our supply of pure Benzol from the Woodward Plant. On the bases of 6 ine. Phenol to I gallon Benzol, the increase will assume to 3,886 gallons of Benzol, which we will sell to you at the price of 40¢ per gallon f.o.b. your Plant at Silverlake, N.J.

The above will make the total quantity of Benzol from the Woodward Plant to Silverlake 53,886 gallone all together for the Phenol Contract.

We also beg to confirm our purchase of a carlead of iron drums which you kindly sold to us and which is already on the way down to Woodward. The above is intended for emergency for the shipment of Benzol. To Thomas A. Edison, Eeq.......Page 3......6/1/\*15.

In accordance with the Writer's convergation with your Mr. Meadoworoft, we placed an order for one carload of galwanized iron drums with small hole for emergency purpose in the shipment of O. P. Toluol.

We also beg to advise you that we placed an order for 335 galvanized iron drums for the packing of Phenol. The first carload will reach your factory on or about the 14th inst.

We truet that you will find all of the above in good order.

Yours very truly,

P. S. Please accept the Writer's sincere thanks for the information you gave him in regard to the manufacturers of Toluci.

Cablo Address "Edison, New York"

From the Laboratory Thomas A. Edison,

American Oil & Supply Company, Grange, NJ, June 12th. 1916.

Newark . N. J.

Gentlemen:

I hereby agree to sell to you, and you agree to take, the entire output of Solvent Naphtha from my Benzol Absorbing Plant at Joimstown, Pa., at the price of twenty-five (25) cents per gallon F. O. B. Johnstown, Pa., less 1% for cash. Drums to be charged for and credited on return.

The duration of this arrangement shall be one year from this day, and it is understood that it covers the entire product of Solvent Naphtha from my Johnstown Benzol Absorbing Plant. I estimate this will be approximately three hundred (300) gallons per day, more or less, but I cannot tell the exact quantity.

As to deliveries, it must be understood that I will make deliveries to you on your order as rapidly as possible, but at this date I cannot specify exact dates and quantities of such deliveries. It is understood that I shall not be compelled to redistill and deliver said Solvent Naphtha to you to the prejudice of my requirements of Benzol and Toluol from the said Johnstown Plant, although I will use my best endeavor to make prompt shipments under this agreement. Yours very truly.

Thoo a Edwon

Fliphone 10010 Mudison Square

He Address: Milsui, N.V.

# **MIGISTULE&CO** LEMED

Mitsui/Bussan/Kuisha, Ltd.)

TOKIO MAHONOY YOKOSUKA KORE NAGASAK MOJI NAGOYA KUCHINOTZU

TSURUGA

HIIKE WAKAMATSU KARATSU KURE SASEBO MAIZURU MURORAN AWOMOR MIVAND SUNAGAWA

OTARU SAPPORD TAIPEN TAINAN CANTON HONG KONG SHANGHAI NEWCHWANG CHOSHUN VLADIVDSTOK

TIELING TIENTSIN CHEFOO NANKOW SWATOW FOOCHOW PEKING GIRIN

MOUKDEN NAMBURG SEOUL CHEMULPO IVON ANTONKEN KWANCHINTU BANGDON CALCUTTA SYDNEY

NEW YORK DALLAS SAN FRANCISCO PORTLAND HANILA SINGAPORE

поморы

25 Madison/Avenue,

Mr. Thomas A. Edison, Esq.,

Orange, N. J.

Dear Sir:--Attention of Mr. W. H. Meadoworoft.

Referring to our telephone conversation in regard of delivery of Phenol we contracted with you for the amount 333,000 pounds, we request you to kindly read our letter of let and your confirmation of the same dated June 4th, in which you confirm the increase of our order from 300,000 pounds take 333,000 pounds, to be delivered in equal quantities daily, begin ning June 15th and ending Demember 3let, 1915. We also would ack you to read the escond paragraph of our letter of June let, mentioning the total quantity of pure Benzol to manufacture the entire quantity of 333,000 pounde Phenol will be 53,833 gallone, which meane 296 gallons per day for a period of 182 days, counting from June 15th to December 31st at the rate of 28 days to a month, on basis of 6 lbs Phunol to one gallon of Benjol

When we first discussed thie matter with you, you told us that you expected to get 6-1/4 pounds from one gallon of pure Benzol, but at the last meeting, when I took Mr. Komuro with me, you stated that you expected to get 6 pounds Phenol to one gallon of Benzol by the new process which is going to be used in your new factory but you were getting only 4.6 pounds Phenol to ons gallon of Benzol from your old process.

We trust that you will give us the benefit of your new process and calculate the quantity of pure Benzol from Woodward at the rate of 6 pounds or more Phenol to one gallon of Benzol, instead of 4.6 pounds Phenol to one gallon of pure Benzol, from Woodward.

Trusting that you will find the above in order and with regards,
Yours very truly,

Smuzo Jakak

ST/LM

CHERICAL COMPANY West of Green and Control of Cont Mr. Thomas A.Edison, Orange, N.J.

Dear Sir: -

Sulphurio Acid 15 per month, July to December 1915 houlasive, in your tank cars, fo.b. our Works Nichols, ot 200 cer 100 lbs, f.o.b. Nichols, Oal., under terms of 20 days net, or less 1, for cash in 10 days.

Pirst shipment to be made on July 21st when the mate to the Atlantic Seabpard is in effect, which we understand to be shout \$15.00 per net ton. You are to furnish the tank care for this business, and we would suggest that if you wish the first shipment made promptly you forward at once wish the first shipment made promptly you forward at once with necessary tank car. We will route East from Mades. One should be consigned in reverse to the first shipment should be consigned in reverse the marked "empty free, for return load col. and chapter a protection of the first shipment when the should be consigned in reverse to the first should be consigned in reverse to the first shipment which we have you wish the Acid delivered, if on the Eric R.R. vie Eric R.R.

If you will tell us the title to be used we will make out formal contract covering this sale, giving ue also the point of delivery.

We would suggest that you get an additional car or oars for this business, as we are at present very short of equipment at this end and we therefore cannot spare any of the oars for California service which you have in use here.

Awaiting your reply, we are,

Yours very truly.

By- T. Haver

CENTRAL CHEMICAL COMPANY

Ving & Evans.

December 1

Dec The Solvery Treeess Cet. Synams, All Qetreb Shehi Brunns: Shemt & Ge, Similed: Sierthwich Engl MEASE ADDRESS ALL COMPRESONDERICE Read the Sew York June 24, 1915.

Thos. A. Edison,

Orange, N. J.

Attention of Mr. H. T. Leeming.

Dear Sir:-

Confirming our telephone conversation we enclose contract covering your purchase of Caustic Soda, and which contract we trust may be found in order, and that we may receive your prompt acceptance, so that we may place the sale on record, and in connection therewith, would request that the transaction be kept private.

Yours ruly,

y,
wing & EVANS, INC.

{('Who see'y.

c.

Thos. A. Edison,

Orange, N. J.

. . . .

Dear Sir;-

We have this day sold to you One Thousand (1,000) Tone, ton of Two Thousand (2,000) Pounds each, SGLAY Seventy-six Percent Test, Caucic Sode, in drums, Six Hundred and Seventy-fire (675) Pounds net each, for delivery say One Hundred (100) Tons per month July, Mineteen Hundred and Pifteen to April Hineteen Hundred end Sixteen, both months inclusive, you giving us ample notice of shipments required, and taking deliveries in cerloed lots.

IT BEING AGREED AND UNDERSTOOD that there goods are for consumption at your works.

PRICE: - Two Doliars (\$2.00) per One Hundred Pounds, basis Sixty Percent, f.o.b. care sellers' works, Salvey, N. Y. Invoice weights and tares. Sellers privilege of making shipments from their Detroit, Mich. works, based upon Solvay, N. Y. rate of freight to Silver Lake, N. J., at time of shipment.

T Z R M S : - Less One Percent for cash within Ten days from date of each shipment, psyable in New York City funds, in United States gold, or its equivalent in currency.

If the buyers make default in any payment or become subject to the Bankruptcy Law, the sellers may, at their option, delay further deliverics.

Each delivery is to be considered as a separate contract.

We are not to be accountable for any contingencies beyond

our control.

Yours Very truly,

WING & EVANS, INC.

June Cr. 3016.

c.

as Agents for THE SOLVAY PROCESS COMPANY.

There A. Idlee., 

-: Tla Year

He have this 'ey cold to you one Thouse The same of the without the same and the same of the same of the same to same no sor on the feet (GMI) and hard and on aparation of the fact than it the locard codemic days of audits of committeed at the to wellow often or pairing in the ford of the cheef to be wint a street of selection online the straight finest

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while remove to noth, and I .. I C C : - Two Dollers (.T.) per continues of touden.

The Cartain Commission of the case of the through in prime to smallving smalled sevent has notified solution From Mictr Detroit, Itah, worder, bowed upon Colver, F. Y. rate of Swears to to diliver Lars, H. J., of time of sping out.

The Property of the Board of the cost of this this this when your draw met me affirm, throught in a to a tib was well in United State , of it, or its squir. First in correspond in

If the bay are note defout in any payment or become miligant to the Pen angles here, the real recess, at their option, .e. lucvifeb desiret teleb

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Carbolic

### STEIN, HIRSH & COMPANY

61 BROADWAY

Orange, N.J.

NEWYORK, July 6, 1915

Thos. A. Edison, Esq.,

Made no such arm but weetry + sale

Dear Sir:

Them conchaes-

We have sold to the American Oil & Supply Co. 4000 lbs., daily of the Phenol which we purchased from you. Deliveries beginning, in accordance with your contract, from about July 1 until December 31, during six days per week.

Therefore, we would ask you to deliver to them, for our account, the aforesaid quantity of the Fhenol which you sold to us, made during working days.

We suppose that you send us a bill for delivery as you may make to American oll a Supply Co. delly, and we will remit for same immediately on receipt. We do this in order to save you and ourselves delay occasioned by sending drafts through the bank. We suppose you will have no objection to this arrangement, as you have ample security from us. We have made to the same accurately from us. We not satisfactory, kindly savies us.

Mr. Stein understood from Mr. Edison that he would make up for us the June quartity due us, in all 55,000 lbs., and that he would make same on Sundays or holidays. We have already informed you that we have had rather unpleasant experience with buyers to whom we sold a portion of this quantity, and therefore safe to the greatest importance that we should not be presented importance that we should not not up lease confirm the make you will deliver us said quantity, to be made on undays or holidays, or at such other times as you can make the quantity after your plant is in operation.

We again express our great regret on account of the difficulties you have encountered, and sincerely hope that we can count on your delivering these 26 tons referred to.

Hoping to have the pleasure of a prompt reply in relation to the above, we remain,

Very truly yours,

CublirAddress "Edison/NewYork"

Trom the Laboratory Thomas A. Edison,

Orange, N.J. August 11th. 1915.

American Oil & Supply Cc., Newark, N. J.

Gentlemen:

In accordance with my conversation with your Mr. W. F. Hoffman this morning, I agree to sell to you, one hundred thousand (100,000) permaing. I agree to sell to you, one hundred thousand deliveries to be made at the rate of fifteen hundred (1500) pounds per day, commencing from the date of this letter. Terms, net cash, and payments to be made each day for each shipment as it is made. Drums extra.

This sale is made on the understanding that I shall not be liable for damages for non-delivery cocasioned by accidents, strikes, failures to get my acids due on contracts, or other causes beyond my control.

stood that until I have deliverable full quantity of one hundred thousand (100,000) pounds, I will seem the full quantity of one hundred thousand (100,000) pounds, I will seem the full quantity of one hundred the full of t

Yours very truly,

Mana Edwara

Accented

America Ci Japole

	Z
Form No. 22. 500 Sets 6-1	control is a come took
Maril	MONTRACT (
Mar	(ORIGINAL)
` ı	BUTTERWORTH-JUDSON COMPANY
	NEWARK, N. J. (horeinafter called the "Seller")
SOLD TOTh	omas A. Edison or Oranga, H. Ly
hereinafter	EHRESCHINGRIGHTEK COlled the "Buyer", who agrees to
purchase one	hundred and sixty tons per month of wixed soid of
	04 and 26.27 3 HI02
Throughout the period inclusive, as follows:	trom January 1916 to Decomber 1916
PRICE:	s.2.50. ps.100. bs. tor Mixed acid as sforassid, and in addition as part of the price Buyer shall deliver
	free to Seller during each of said months one hundre
	twenty five tons (125 tons) of spent acid of about
	712 HeSO4 and 8 to 32 HMO3
TERMS:	Thirty Days Net, or, 1% Discount for Cash in 10 Days from Date of Involce, on Acid only.
DELIVERIES:	www. Hixed acid in Beller's tenk cars in tank car. Los,
DELIVERING	os required F. O. B. Buyer's siding Silver Lake, N. J.
	Spent acid in the empty tank cars, f.o.b. same place.
QUANTITY:	ls_stated
CONDITIONS:	To be charged for at
	eoch when shipped but returnoble in
	Lots of same price, if in good condition F. O. O.
	Tank cars shall be emptied promptly, and prompt.
filled.wi	th_spent_acid_and_returned+

Fire, accident or strike in the works of either party, or on transportation lines, rendering buyers unable to receive or sellers to deliver, shall make this contract inoperative during necessary repoins, rebuilding or continuance of difficulties.

This contract is not transferrable, Sack & Mr. Monning-Mothness Kol X-95 Y055555, and is binding upon the parties heroto, their successors and assigns.

BUTTERWORTH September. 24,..... 191 5

# CONTRACT

## BUTTERWORTH-JUDSON: COMPANY

NEWARKSXNCGL

	THOMAS A. EDISON, CIGHAC, Men Colog, (MICH.
alled the Set	sorth_Judson_Company
erainafter	EMERGESHAMPHONE Colled the "Buyer", all of the spent
cid_resultin	g from the operation of Seller's plant, which is not
	ellerfor.his.own.consumption
Throughout the period nciusivs, es foilows:	fromSeptember. 24,1915.toDecember. 31, 1915
PRICE:	s 6.00 per ton Mk for Spent acid about 71% HgSO4
	s " and about : to 32 HNO3
	9
	\$
TERMS:	Thirty Days Not, or, $1\%$ Discount for Gesh in 10 Days from Date of invoice, on Acid only,
DELIVERIES:	in tank car lots
	as required F. O. B. Seller's miding Silver Lake, H. J.
	in Buyer's tank cars.
QUANTITY:	Estimated to be about nine tons per day.
CONDITIONS:	To be charged for at
	Lots at same price, if in good condition F. O. B.
	Lots at same price, is in good committee
Fire, accident receive or soliers to d of difficulties.	or strike in the works of dithor party, or on transportation lines, rendering buyers unable to deliver, shall make this contract inoperative during necessary repairs, rebuilding or continuance is not transferrable.XMX.EX.MX XMMX65MMNNOREM.XMX.EX.MXX.MX, and is binding upon the parties
heroto, their success	BUILTERWORTHOUSERN CONTAINER
We hereby accept to	/ 2010301 03001
- 1	Santember 24th, 1915

#### MEMORANDUM OF SALE.

OFFICE OF

### AMERICAN OIL & SUPPLY CO.

SELLING AGENTS FOR THE GENERAL CHEMICAL CO.

NEWARK N. J., Sept ... 30th ... 1935 ....

Thomas A. Edison, Orange, N. J.

HEREBY PURCHASES, AND AGREES TO RECEIVE FROM THE AMERICAN OIL & SUPPLY CO., A CORPORATION AND

THE BAID AMERICAN OIL & SUPPLY CO. HEREBY SELLS TO Thomas A. Edison,

THE ENTIRE QUANTITIES OF Mixed Nitrio & Sulphurio Acids herein specified FOR his OWN USE AND CONSUMPTION REQUIRED BY SAID Thomas A. Edison

IN FACTOR . LOCATED AT Silver Lake, N. J.

DURING THE PERIDD INCLUSIVE, AND AS FOLLOWS :--

May let, 1916 to December 31st, 1916 FROM QUALITY | 1

Formula - 59.00 % H2804 26.27 % HN03

PRICES

\$ .01075 per unit of H2S04 Sulphurio Acid HN03 The price of Eitric Acid is based on Eitrats of Soda 96% at \$2.15 per 100 lbs. The price of Mitrio Acid during each currier of the calendar year shall vary in accordance with the seller's of the calendar year shall wary in secondance with the seller's cost of Mitrate Sodan for the previous quarter ax-vessel, New York, by decreasing or increasing the price at the rate of York, by decreasing or increasing the price at the rate of 1.0528 per Sodan that of Acid delivered for each if per 10.0528 per Situate of Sodan that its average cost is above or 10.0528 per Sodan that its average cost is above or 10.0528 per Sodan that its average cost is above or 10.0528 per Sodan that its average cost is above or 10.0528 per Sodan that its average cost is above or 10.0528 per Sodan to 10.0528 per Sodan that its average cost is above or 10.0528 per Sodan to 10.0528 per Soda

the price of 96% In seller's tank cars at a uniform rate during each month

Deliveries: F.O.B. seller's works.

175 tons, of 2000 lbs. each, per month. QUANTITY

TERMS, 콘텐팅값 "경쟁 등 "경쟁 근임을 등명을 입으로 등 다면 그녀는 가능하다 이 보고 있는 것이 되었다. 아니는 가능하기 하고 있는 아니다는 것이 하고 아무는 모든 바탕이야다. MET CASH

CONDITIONS:

Payment in U. S. geld coin or its equivalent in U. S. Currency.

The seller may decline to make deliveries on this contract, except for cesh, whenever the seller, for ony reason shell have ony death as to the buyer's responsibility, and so advisa the buyer, whereupan the buyer shall here the privilege of sell-styling the seller of his responsibility, and when the seller is so estitled, then deliveries shall be mede or renewed, as per ebove terms

In the event of war, fire, flood, strike, lockeut, eccident, or ony other cause interfering with production, consumption, or trenspertation of the goods berein described, deliveries under this controct may be suspended during the period required to remove the cause or regain the domains.

Pockers to එය එම ගැන්නයට ස් අනත් පැත්තයට පත්තියේ සහ පත්තියේ සහ පත්තියේ සහ පත්තියේ සහ පත්තියේ සහ පත්තියේ සහ පත් අතුරුත්වය

SHIPMENTS:

The buyer is to deliver to the seller their written order not later than the fifteenth day of each month specifying the quantity of acid to be shipped at an approximately uniform rate over the following month.

M. Miller

strother valuable

Continet

W. Hellecoowang

Oe11/15

Cuble Address: Milsui, N.V.

TSURUGA

Fliphene 10010. Hadisen Lynn MITTSTUM&COLLIMITED

(Mitsui Bussan Kaishu, Stat.)

DALNY

Noin York

MIIKE WAKAMATSU TOKIO YOKOSUKA KADATSU VIIDE OSAKA NAGASAKI MAIZURU NAGOYA MURORAN KUCHINOTZU MIYAKO

OTARU SAPPORO TAIPEH BUNAGAWA

TIELING TIENTSIN CHEFOO CANTON SWATOW AMOY SHANGHAL FOOCHOW NEWCHWA TSINGTAU CHOSHUN HARBIN PENING VLACIVOSTOR GIRIN

MOUKOEN SECUL ANTOHKEN KWANGHINTU BANGKOK BANGOON CALCUTTA SYDNEY

Ootober 11

LYON PETROORAL DALLAS

SAN FRANCISCO 25 Madison Azenui

Thomas A. Edison, Inc., Orange, N. J.

Attention of Mr. W. H. Meadowcroft.

We beg to confirm your offer for pure Phenol, U. S. P., for 15 tons of 2240 pounds for each of April, May, June and July 1916, at 70g-per pound, f.o.b. Silver Lake, drums to be supplied by us.

X fy The causes We also note that you do not wish to be held resonable for any delay in the deliveries if bound such delay is caused beyond your control, such as the failture of the machinery maker to make your machinery according to your contract with them,

We thank you very much for the above, which we cabled to Japan, and we hope to receive a favorable answer, in a few days.

Dr. Takamine's Laboratory, in order to give them a chande to make a little out of it, and we trust that you will not tell them the price at which we will buy from you in case the contract is closed.

Yours very truly,

mão Jaxake

Sol the

Nov. 10th. 1915.

Woodward Iron Company, Woodward, Ala.

#### Attention of Mr. R. H. Banister.

Dear Sirs:

Mr. Edison has just returned from the West and I have talked with him in regard to the disposal of your Naphthaline.

Mr. Edison says he thinks he can sell all we both make, and if agreeable to you will do so, remitting to you the full amount received for your Haphthaline, as his selling expenses will not be increased.

He thinks you should charge him for the Haphthaline the same price per pound as he pays per pound of Solvent Maphtha. The extre expense of purifying is to be paid by you and Mr. Edison in proportion to the quantity of Haphthaline sublimed.

Energet Lemmasturing Company supply 90% of the laphthalling for such balls on long contracts, and we understand have none to call, but there are two or three concerns the use lamphtalling to make Bets laphthall mid to employed in making a red dys which can no longer to obtained from Enrope. There are other small users. The Haphthallins should be pract; There are wise the priose are very poor. Fure white is about 10 cents per pound at present.

Yours very truly,

Engineer to Mr. Edison.

Cable Address "Edison New York"

From the Laboratory Thomas A. Edison/, Orange, Mp.

## MEMORAHDUM RELATING TO DELIVERIES UNDER CONTRACT OF MAY 15TH, 1916, WITH

### MESSES. STEIR, HIRSH & CO., NEW YORK

Unforeseen contingencies beyond the control of Eddson having been responsible for delay in the commencement of deliveries of Phenol under said contract, the following adjustment of the matter is egreed:

- 1. For the purpose of computing the total quantity to be delivered under said contract, the date of commencement of deliveries is specifically adjusted as of June 25th, 1915.
- 2: Rdison considers himself morally responsible for the delivery under said contract of four thousand (4,000) pounds of Phonol per working day from June 25th, 1915 to December 31st, 1915.
- 3. Edison will furnish entire product of his \$2 Phenol Plant for the remainder of the year 1915 to the fulfillment of:
  - (a). The above obligation: and
     (b). Of one thousand (1,000) pounds Phenol per working day to Heyden Chemical Works.
- der vorking day from June 26th, 1916 to December 21st, 1916 has not been delivered by Edison prior to Becember 21st, 1916 has not been delivered by Edison prior to Becember 21st, 1919. But to be a served over into the year 185 and the description of read the served over into the year 185 and had been described by Edison from the cases of his \$2 Phenol Plant above existing contracts, such and read the cases of his \$2 Phenol Plant above existing contracts, such and along the property of the contracts of the property of the contracts of the property of th
- Hireh & Company may notify Edison that they desire to relinguish any further deliveries under seid contract and from the receipt of any much notification Edison will release Stein, Edison to take any further deliveries.

Dated Hovember 11th. 1915.

Thosa Edwoon

Mr. Edison

WOODWARD IRON COMPANY WOODWARD, ALABAMA.

Woodlander

R.H.BANISTER

Mr. Thomas A. Edison,

Granga, N. J.

Meadocraft.

Day see they better bill the November it Place will goods durant wings things up

Dear Sir:-

show This Littler to Mason

We ere in receipt of your fevor of the 10th, written by Mr. W. H. Meeco.

line you ere making here at the same rate on we charge royalty on the solvent nephthe is entirely astisfactory to us.

We also note what you say in regard to selling our naphthaline for ue, we to render invoices against you at the price at which you call it. This is entirely agreeable to us, but it occurred to us that we might save you some work in your office by having you send us selss memorends covering the nephthelins you sell for our eccount and we bill direct against the buyer, in this way keeping these items out of your account. However, this is merely a suggestion. We appreciate your sasistance in this metter and are, of course, envious to handle the account in the way that best suits you.

Youre truly,

Mason why Crat we get some Naphthatan 24

WOODWARD IRON

Nov. 23rd. 1916.

Mr. R. H. Banister, Vice President, Woodward Iron Company, Woodward, Als.

Dear Mr. Banister:

I am in receipt of your favor of the 16th instant in regard to Mephthaline. I have written to Mer Opdyke, instructing him to furnish you with memoranda of all Mephthalino shipped from the plant from time to time. On the basis of for the royalty on the basis of eight (8) pounds of Mephthaline being equal to one (1) gallon of Solvent Mephtha, that is to say, the Mephthaline should be billed to no at 1 1/44 per pound. Herewith I return letter of your Mr. Wilson and two bills against me for Mephthaline at 24 per pound, will you kindly have corrected bills sent to me.

In regard to solling your Baphtheline, I think your suggestion is a 600d one, namely, that we should sond you seles memoranda covering the Baphthaline we sell for your account, and you can bill direct against the buyer. I think this will be an admirable way of handling the matter.

Yours very truly,

CASLE ADDRESS.

December 20, 1915

Thomas A. Edison

Mr. Wm.F.Hoffman, Treasurer, American Oil & Supply Company, Newark, N.J.

Dear Sir:-

Referring to our conversation at this office today regarding the change in the form of contract covering Sulphuric Acid along the lines suggested by Mr. Edison, would advise that the stipulations in our standard form already submitted regarding quantity, which we understand is the point of the support of the sulphuric Acid his factory at Silver Lake, N.J. COMSEMES during the contract period, providing however that the monthly quantity during the year 1916 does not exceed 150 tone except at our option, and that during the succeeding years of the contract, the contract of the sulphuring the year of the contract, the previous year by more than 10%, except at our option.

It will be noted that this form of contract constitutes a "privilege" or, it might be termed, a "call" or an "option", in that the buyer is not obliged to take a pound of acid under the contract unless he has use for uses during the currency of the contract if he has use for it.

Naturally we do not wish to sell an unlimited privilege, hence the maximum stipulations as above itemized.

On the other hand, as you will note from the contract form , the General Chemical Co. obligates or contracts to sell the buyer under the conditions above stipulated.

It will be realized that this form of contract or selling which is our standard form, has been curefully considered by our people, and is one under which we have operated with immuserable customers for a long period of years, consequently we and they know how it works in practice, It is found to be equable and extremely liberal, in that the essential intent is consummated, that intent being into the buyer is to buy and this Company is to service the buyer is to buy and this Company is to service the said used during the currency of the extrement, the underlying idee being that we can receive the buyer in any case to operate his plant for expect the buyer in any case to operate his plant for the sake of consuming Sulphuric Acid with inherent vice, as the supplication of the buyer of the proper conduct of the business, This Company on the other hand takes all the risk of the buyer operating or not operating.

You will of course realize that we are at all times most been to satisfy the idea of the individual. By the foregoing we have in mind the pencil memorandum governing Quantities suggested by Mr. Edison, which apparently intends to incorporate in the outforce properties of the incorporate in the outforce of the incorporate in the outforce of the incorporate in the outforce of the incorporate of the individual of the

Yours very truly

JMG/D

allila 688

January 19, 1916

Mr. W. H. Mason:-

I hand you herewith permits Nos. 133 and 134 of the Yown of Belleville to connect the aniline and carbolic acid plants of Mr. Edison with the Belleville sewer on Maioran Place.

Permit No. 135 relates to the connection to be made for eanitary purposes only with Bullding No. 218, as shown on the acompanying blue print. In the application for this permit, and upon the approval of Mr. John V. Miller, Mr. W. R. Vateon was designated as the Licensed Sewer Opener, and Mr. Wateon should be present when the connection in made.

Permit No. 134 relates only to the connections to be made for emptying the waste fluids from Bulldings Nos. 211, 212, 213, 214 and 223 into the Belleville sewer, as shown on the blue print which accompanied the application for a permit, a copy of which blue print I believe you have at your office.

Wm. a. Hardy

LE	
1 1	133 †\^\_1.
310	Department of Construction
	TOWN HALL
	Belleville, N. J. Jan 18 1916
This Pe	rmit is granted to 1. 1
Mr.	493, Valor
licensed	l sewer opener, to make connection with sewer, at ourb at
No. Ex	tenang & Maroran Street,
Mr.	Thro de Edvin jouner.
	Street
	a address Server
Area of	f ground occupied by building 600 sq. ft.  This Permit is subject to all Town Ordinances.
	This Permit is subject to all Town Ordinances.
	Superintendent of Construction:
	1600
Fees, \$	Subside & condition and amed
Lucia	1 1 13 st and Contract called
	***************************************
	• • • • • • • • • • • • • • • • • • • •
No	Department of Construction
	TOWN HALL
	now Hall Jan 18 101
	Bettevitte, 11. 0.,
This I	Permit is granted to A Edward
Mr	
license	ed sever opener, to make connection with sever, at our at
10.21	
Jfr	Is per and of Dec 2 to 15 on framer.
Owner	's address cuit class & lopy Allach Street
	of ground occupied by building
VI/CO C	This Permit is subject to all, Town Ordinances.
	Will yearson
	Superintendent of Construction.
· Fees,	COURSE T
rees,	BE DETERMINED MATER APPER CONTRACT
0	BE DETERMINED TATES flowing thus,

January 21st. 1916.

Mr. Miller:

We have a contract with Mendel Samuel & Sons for 1200 tons of Cast Iron Borings for the aniline Plant, to be delivered 100 tons per month, January to December 1916. These people have offered several deliveries but we refused them because they were not in accordance with sample upon which we made the contract. We have been having quite a fuss with them, and Mr. Edison thought that the matter would become involved in a lawsuit, but Mr. Samuel has been in today and we have thrashed the matter out. Mr. Edison has agreed to cancel the contract, and Mendel Samuel & Sons have agreed to pay \$3720. to get a release from the contract. Here is a check for the first payment of \$500. and they promise to send the remainder of it in the near future.

W. H. MEADOWCROFT.

My Order Many to me the first the state of the first that the state of the state of the first that the state of 


E.I.DU PONT DE NEMOURS & COMPANY

WILHINGTON.DELAWARE

PURCHASING DEPARTMENT

Jamuary 25, 1916.

Mr. Thomas A. Edison,

Orange, N. J.

Dear Sir:

"Our File N." I enclose you herewith accepted contracts covering the purchase of c.p.toluol. Will you kindly have the copy marked No. 1 signed by yourself and returned promptly? Upon receipt of this signed contract, formal order and shipping instructions will be sent you.

Yours very truly,

Purchasing Agent.

N/C. Enclosure.

M. Edward and for which capital me asometh

Many rough

Cublo Address "Edison New York"

Trom,the Laboratory Thomas A. Edison,

Orange, N.J. Jan. 13th. 1916.

E. I. Du Pont de Hemours & Company, a corporation, having ite principal place of businees at Wilmington, bolavare, heroby acrees a principal place of businees at Wilmington, bolavare, heroby acrees a proper company of the proper company of the proper company of the proper company of the control was company acrees to sell to the suid E. I. Du Pont de Hemoure & Company, the entire production of Toluol from eaid Edison's Besnel Plant at Johnston, Fennaylvania (with the exception noted below), during the period from Eay let, 1910 to April 20th, 1917, Inchestre, and see Follows:

QUALITY.

To be of quality known as % . P. foluol, and to comply with the following peoficiations: Apparaince to be a clear water-mitted liquid, free from empended colid matter, Specific Gravity: Che specific gravity is to be not less than .868 and or more than gravity is to be not less than .868 and or more than correspond approximately to 110 degrees Centigrade corrected. Sulphuric acid fest: 90 C. C. of Toluot minutes should impart only a clight colour in the said layer. Distillation test: 100 C. C. care placed in a consistent of the control of the post of the control of the bottom and the distillation conducted in such a way that the distillation conducted in the control of t

QUANTITY.

So be the entire output of C. P. Soluol made at said Edison's Bennol Flant at Johnstonn, Pennsylvania, except a quantity equal to twenty (20) gallone a day which said Edison has herectoror agreed to supply to Mitoui & Company, Limited, during the period from May let, 1916 to December Slet, 1916.

For the purpose of estimating the approximate quantity of C. P. Toluci ordered and to be supplied under this contract, said Asian hereby tetates that his average production of C. P. Toluci for several menthe past wareaged about one hundred forty (140) gallons per day.

Page two-

Therefore, the net quantity ordered and to be supplied under this contract (after deducting the above named under this contract (arter deducting the slower hemed theaty (20) gallons per day to Mitself & Company, theaty (20) gallons per day to Mitself & Company, [180] gallons per day, more or less, from January lat, 197, to april 30th, 197, more or less, from January lat, 197, to april 30th, 1917.

To be three dollars and seventy-five cents (\$3.75) per gallon, F. O. B. Johnstown, Pennsylvania; drums extra at \$10.00 each, to be oredited if returned to said PRICE.

Edison, Johnstown, Pennsylvania, in good condition, freight propeid, within sixty (50) days from date of original shipment.

To be delivered and accepted in carload lote as soon to be delivered and accepted in extreme total soon as practicable after production, commoneing May lat, 1916 and onding April 30th, 1917, unless otherwise mutually agreed upon between parties hereto. DELIVERIES.

Thirty (30) days, or less 15 within ten (10) days from date of each shipment, payable in New York City funds, TERMS .

in United States gold or its equivalent in United States currency.

It is mutually agreed that esid Thomas A. Edison shall not be liable for any delay in supplying or failure to supply the product or any part thereof herein contracted for, such any fire, war, flood, strike, lock-out, accident, or any marodeble cause, or due to insalily to obtain material. CONDITIONS.

Shoa Elini

Accepted.

6 Valu Prich de Minneus Voo. g. 17 Wiles P.a. Sulle Address: phone 10010 Madison Synam Milsui, N.V. MINISHUM&COLUMBED (Mitsui Bussan Kaisha, Std.) Ó HOUKOEH P MILKE TOKIO OTARU CALRY ноо YOKOHAHA WAKAMATSU SAPPORO TIELING TIENTSIN YOKOSUKA KARATSU TAIPEH CHEMULPO PETHOGRAD DALLAS CHEFOO PHREN KOBE KURE TAIHAN KISHIMA CANTON HAHKOW CHIHTU NAGASAKI SASERO нона коне SWATOW DAHGE SAN FRANCISCO AMOY PORTLAND HOJI MAIZURU NAGOYA MUDODAN HEWCHWARD POOCHOW SOURABAIA MANILA KUCHINOTZU AWOMORI CHOSHUN TSINGTAU HIGATA HIYAKO MADBIN PERING SYONEY SINGAPORE TSURUGA SUNAGAWA VLADIVOSTOR GIRIN 25 Mudison Avenue;

February 16, /9/6.

Day all right that I will brush Thomas A. Edison, Inc., Orange, N. J. Entergly as To Attention of Mr.

by get in the Gentlemen:drosed

Re: Phenol Plant in . and phenal plans Kindly pardon my negligence in confirming the

agreement which we arrived at in regard to the Phenol Plant in Japan. In order to keep the records clear, I beg to mention the procedure through which we came to the agreement, for our future reference.

Your first proposition was that you will teach our ohemist every thing about Phenol making, furnishing him with the drawings and specification of the machineries, and allowing him to learn how to operate the plant himself in your Silver Lake Plant, for which you proposed that Mitsui & Co., Limited pay five (5) percent of the selling price in Japan for five (5) years after the operation of the Plant;

You were kind enough to furnish us, through your Mr. Kommelhoff, all the data about the cost of the manufacture of Phenol, and our Mr. Tatsumi started same and applied the prices of the raw materials in Japan to your data, I showed you the

table, which showed that it will cost about 23¢, gold, to make one (1) pound of Phenol in Japan, at the time of peace, while the highest price paid for Phenol in Japan, which is by the Japaness Navy, is 30¢ per pound. You carefully read over the said table, and agreed that the calculation was correct. Then, you most generously told me that you did not care to have Mitsui & Co., Ltd., pay any royalty unless Mitsui mads soms profit, and proposed that you will simply leave the matter of compensation to the fairness of Mitsui, and asked us to send you a check for any amount which Mitsui thinks fair, after they manufacture Phenol in Japan and make some profit.

I am sending this letter to you with the idea that our directors in Japan will know how ws got such a generous proposition from you, and know what would be a fair compensation in case the plant makes a profit.

Trusting you will find the above in order, and thanking you most sincerely for your kindness in placing such confidence in our firm, we remain

Yours very truly,

phone 10010 Modison Square MINTSHILL (OD 28 HURSHELL Bussan Kaisha Ltd 041 82 TOKIO TIELING **К**наионоу сивмии YOKOSUKA KOBE -ANTONKEN ФЕТЯОСЯЛО CHEFOO OALLAS HAGASARA SWATOW BANGKON SAN FRANCISCO PORTLAND HOJI FOOCHOW MANILA HAGOYA DOMBAN TSINGTAU CALGUTTA KUCHINOT DEMING NIIGATA TSURUG 25 Madison/Avonue! New York! February 17, /9/6. Mr. Thomas A. Edison, Inc., Orange, N. J. Attention of Mr. Meadowcroft. 3966 Gentlemen:-Supplementing our letter of Yesterday, regarding "Phenol Plant in Japan", we like to know very much if you will kindly incorporate the following therein:-1. In case you improve your present process to increase the yield of Phenol at your to increase the yield of Phenol at your plant and aleo to leasen the one tof the manufacture, you will kindly advise Mitsui Mining Co., Tokio, through Mitsui & Co., Ltd., and invite ue to make a new arrangement under which you decide to teach ue the same. 8 2. If the Mitsui Phenol Plant in Japan improves the yield, they will advise you of the same immediately. 3. You kindly advise Mitsul if you make any other medical or chemical goods from Phenol. Upon receipt of such advices Mitsui will make propositions for the manufacture of the same. Trusting that you will find the above satis-

factory, and with kindest regards,

Yours very truly,

3578 PINANCIAL EXECUTIVES MEMORANDUM NO.

Form 1203. DATE- May 25,1916. Secretarial Service Dept. of T. A. E. Personal. DIVISION IN QUESTION-SUBJECT- Price to be charged for Benzol from Plants in which Mr.

Thomas A. Edison has personal interest. RESULT HANTED BY- Effective during continuance of euch interest.

BY- Financial Executive - Mr. S. B. Mambert. 20 FOLLOW-UP-

Secretarial Service Dept. of T. A. E. Poreonal, Mr. R. W. Kellow, Aseistant Scoretary: -

- Under the terms of a contract made between Mr. Thomas A. Edison personally and the Dominion Iron & Steel Company, dated February 16, 1915, Mr. Edison (a) was to have the option as partial remuneration for granting to Dominion Iron & Steel Company the use of his factors, pattorns, etc. and furnishing service and information in pattorns, with the architecture of the Barray Deat at connection with the erection of their Bonzol Plant at Sydney, Nove Sootis, of purchasing for a period of three years Bancol for his own nee up to 800 gallone daily, at 250 per United States gallon, delivered f.o.b. Orange, N.J. The advantage of this low price was to accrue to Mr. Edicon personally, being in the nature of a royalty.
- However, all Bensol under this contract up to April 30, 1916 (period July 1915 to April 1916 inclusive) has been purchased by Edison Carbolic Acid (b) Division of T. A. E. Incorporated, which Division acts as a Clearing House for all Bonzol used in its own manufacture, and in the manufacture of the Aniline and Phenol Plante of T. A. E. Personel, at a price of 256 per gallon, delivered f. b. b. Silver Lake, and Mr. Edison has thue been deprived 1.0... Oilver muce, and ar. salson has whee soon asprived of the personal profit which should have soorned to him under the contract, while the Rdison Carbolic Acid Division of 2. A. E. Incorporated, and the Antline and Reno! Flanks of 2. A. 2. Personal, have received the advantage of this low price.
- connection with the chipments from the Educa Bencol Plant at Johnstown, Pennsylvania, which Plant Education Bencol Plant erected and the processes of which her plant Education Plant erected and the processes of which her plant by the processes of which her plant by the processes of the plant by the plan (c)

RESULT ACCEPTED.

COPIES TO- Mr. H. F. Miller.

COPY FOR PERSON FOLLOWING UP.

PLEASE USE FORM 1276 FOR ALL CORRESPONDENCE RELATIVE TO THIS MEMORANDUM.

40 1/26 for 90% Benzol, f.o.b. shipping point.

- (4) The Edison Bennel Plant at Woodward as the Johnston Flant, but in the case of precisely the same character as the Johnston Flant, but in the case of this Plant the product a small through Mitsui & Company, Selling Agents, and the Plant character is a small coming from this Plant through them should not be producted as being purchased in the open market, for the reason that Mitsui & Company presumably sell the Plant to Dir. Edison at as high a price as they would have been able to obtain from snyone else at the time of contracting for its sale.
- (e) it is only right that such profit as has accrued on all shipments made from Sydney and Johnstown Plants at these low prices should be transferred to kr. Ridson personally, the amount of such profit to be determined by a comparison of these low prices with the average price of Bensol, purchased by the Edison Carbbile Acid Distance of the Comparison of the Comparis
- (r) The term "open market" is inconded to include all sources or supply in which her. Sidison is not intorested of ther market in the property of the property of the product the commercial yor by reason of any mark which results in a lower price being made for the product than would otherwise be the case.
- (g) prom statement furnished by you, based on figures supplied by the Ascounting Service Department of T. A. H. Incorporated and the Zdison Carbolic Acid Division of T. A. E. Incorporated and the Zdison Carbolic Which Bernol has been propertied, every finely Sept. The Company of the Service Properties, and the Company of the Service Properties, and the Company of the Service Properties of Service Properties of Service Properties of Service Properties of the Company of the Service Properties of the Company of the Company of the Service Properties Properties Properties of the Service Properties Propertie
- (h)

  Edison Carbolic Acid Division of T.A.E. Incorporated, the
  Bensol Shipments from Sydney at this low price over period
  mentioned were as follows:

#### 1 9 1 5

July9,684 August9,526	gallons
9 526	11
September(none)	
September none,	12
October19,294	,,
November19,705	
Doogmber (none)	

#### 1916

January48,623	gallons
February(none)	-
March(none)	19
April29,585	
TOTAL 136,417	gallons.

- (1) amount to \$47,745.95, oredit for which should be rendered by the Edison Gerbells hold Division of T.A.E. Incorporated to Mr. Edison personally through the Socretarial Service Department of T.A.E. Personal.
  - According to the figures supplied by Edison Carbolio Acid Division of T. A. E. Incorporated the Benzel shipments from Johnstown, Pennsylvania at the low price over period mentioned, were as follows:

#### 1 9 1 5

Mag	3,900	gallons
June	5.648	- 11
July	2 777	11
Angust	9 404	1F
September	9 656	11
Optober	0.010	11
November	9,510	. 18
November	9,700	

#### 1916

January (none	)
February 9,857	gallons
Monoh	
Appl 7 8.177	"
TOTAL 86,643	gallons

(k)

According to statement furnished by Edison
Carbolic Acid Division of Thomas A. Edison, Incorporated,
this Benzol was all billed at 45¢ per gallon, f.o.b. Johnstown,
Fenneylynania, and the cost delivered at Silver Lake was
46 3/10¢ per gallon.

adison personally as sentioned above.

(m) Incorporated should, of course, render against the Amiline and Fhanol Floats of a course, render against the Amiline and Fhanol Floats of the county of the state of the county of the

(n) One that Mr. Missen personally may continue to receive that rightful profit under the provisions of this contract with Deminion Iron & Steel Company, and from the operations of this Johnstown Plant, i will be necessary to know each month the average price per gallon delivering the provision of the price will be the difference between such average cost per gallon, and the prices ruling under the contract with Dominion Iron & Steel Company for Shipmonts from Sydney, and between such average cost per gallon, and the prices ruling under the contract with Dominion Iron & Steel Company for Shipmonts from Sydney, and between used to cost and Golf per gallon for the Johnstown Flant, at which for the prices Demont from Johnstown will be killed hereafter that the schow that the prices should be changed.

(c) Therefore, will you not please oc-operate with the Sovretriol Sorticle periment of T. A. E. Incorporated. Err hallow the periment of T. A. E. Incorporated. Err hallow the theory of the ond that proper credit in the periment of T. A. E. Incorporated to the local Division of T. A. E. Incorporated to Irr. Edison personally, and adjusteent made with Anilin and Phonol Plants of T. A. Forsonal, as mentioned, and also T. A. E. Incorporated to the Edison that the Properties of T. A. E. Incorporated to the second of the Properties of T. A. E. Incorporated to the second that the Sorticle Department of T. A. E. Incorporated to the second that the Sorticle Department of T. A. E. Incorporated to the properties of T. A. E. Incorporated to the second that the second of T. A. E. Incorporated to the proof that the second of T. A. E. Incorporated to the proof that the tendency of T. A. E. Incorporated to the proof that the tendency of T. A. E. Incorporated to the proof that the period the period that the period the period the period that the tendency of T. A. E. T. T. E. Incorporated to the proof that the period that the period that the period the period that the period the period that the period the period the period that the period the period that the period that the period that the pe

attention each month, so that the propor average price per gollon f.o.b. Silver Lake for open market purchases during the month for which statement is made may be determined upon us the basis upon which Mr. Edison personally should recoive credit and various necessary adjustments should be subsequently made?

(p) Thanking you for your co-operation in the above, I am,

S. B. Mambert, Financial Executive.

MH

201 V 7.01

SEPARTMENTAL MEMORANDA, Form 1101		6/3/16 Date
to the Melling		70/
5		
Sor filing	worth Maa	Ly Contract
per 1/2. Mambert	Aug gestio	· -
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	MUX	
		are a construction and a construction

Cublo Addrass "Edison, New York "

Trom the Laboratory Thomas A. Edison!

Orange, N.J. August 3rd. 1916.

American Oli & Supply Company, a corporation having its place of bantess at 85 Lackaytte Street, Normic, N. J., horoty pur-chases and agrees to receive from Thomas A. Editon and the said Thomas A. Réicon hereby sells to estd American Oli & Supply Company, Pare Amido Phenol Hydrochloride for photographic purposes during the period from August ist, 1916 to Jamuny Sict, 1917, inclusive, and as follows:

QUALITY.

To be of good standard quality, same as previously

furnished.

To be four thousand (4,000) pounds per month from August 1st, 1916 to January 31st, 1917. QUANTITY.

To be four dollars (\$4.00) per pound, F. O. B. Silver Lake, S. J., no charge for package if the material is packed as at present in kegs or boxes lined with waxed paper. If the material or any PRICE.

nines when weare paper. In the material of any part of it is required to be packed in bottles, the bottles shall be furnished by the American Oil & Supply Company, and Edison will pack the material therein free of charge.

To be made and taken at the rate of four thousand DELIVERTES. (4,000) pounds per month, commencing August 1st, 1916 and ending January 31st, 1917.

TERMS.

Thirty (30) days, or less 1% within ten days from date of each shipment, payable in New York City funds, in United States gold or its equivalent in United States ourremoy.

In the event of war, fire, flood, strike, lookout, accident, or other like causes beyond the control of said Kison, interfering with the production, consumption and transportation of the goods larging pro-rate deliveries under this contract CONDITIONS. shall cease for the period required to remove the

cause and repair the damage.

Accepted. Thosa Edwon

Return 6 W 11-14 STEIN, HIRSH & COMPANY GI BROADWAY

NEW YORK, Sept. 28, 1916

This is in addition to the regular

Mr. Thoe. A. Edison,

2000 lbs per day they takes under the Contract = 10 this Orange, N.J.

Dear Sir:

We are pleased to confirm our conversation telephone with Mr. Meadoworoft, wherein we informed him that Yes we would accept the option given us to take from you 100,000 lbs. of Phenol during the balance of this year, at

53¢ per lb., f.o.b. Silver Lake. Same terms as last contract.

We understand it is agreeable for you to begin shipments about the first week in November (earlier if you wish) at the rate of 2000 lbs. per day, or more. We would be quite willing to have you make larger deliveries if you so choose to do at any time during November and December.

Thanking you for giving the above your attention, and with kind regards, remain,

Very truly yours, Service Or will ship as we can space

Septembor 30th.1916.

Stoin, Hirsh & Company, 61 Broadway, New York City.

#### Gentlemen:

I am in receipt of your favor of the 28th instant accepting the option I gave you to take 100,000 pounds of Thonol during the calance of this year, at 52 cents per pound, F. O. B. Silver Lake, H. J.

It will be agreeable for us to begin shipments about the first week in Hovember, and we will ship the Carbolic as we can spare it. If it can be spared at the rate of 2,000 pounds per day or more we shall gladly do so.

Yours very truly,

(signed) Thos. a. Edison

ADVISORY COMMITTEE

CHAS. H. HERTY, Chairman Pres. American Caemical Society AYMONO F. BACON Director, Mellon Institute Brector, Mellon In H. BAERELAHO Research Chemist

HENRY B. FABER
International Pitention Corp
FRANCIS A. J. FITZGERALS
Pres. American
Electrochemical Soc

NHARO C. HESSE A. O. LITTLE

R. P. PERRY WM. COOPER PROCTER

"Expositions are the timekeepers of Progress"-Wm. McKinley.

SECOND

# NATIONAL EXPOSITION of CHEMICAL INDUSTRIES

GRAND CENTRAL PALACE NEW YORK CITY

WEEK OF SEPTEMBER 25th, 1916

MANAGEMENT: INTERNATIONAL EXPOSITION CO.

TELEPHONE MURRAY HILL 6990

CHARLES F. ROTH

OCTOBER THIRTEENTH

Mr. Thos. A. Edison, Orange, N. J.

Attention- Mr. Wm.H. Meadoworoft, Assistant

Dear Sir:-

We beg to moknowledge receipt of your contract of Chemical Industries, for which accept our thank. The are returning learenth duplicate contract, properly accepted, for your files.

Thanking you for your continued cooperation, we remain

Yours very truly,

NATIONAL EXPOSITION OF CHEMICAL INDUSTRIES

M. Kellow a contract for

Here is a contract for

your files.

| 10/14/16

# 

(hereinafter called exhibitor) and the INTERNATIONAL EXPOSITION CO. (hereinafter called the Company).
THE CONCINE ACTION of the sum of One Dollar and other valuable consideration; each to the other in hand paid, the receipt whereof is
hereby schooledged, the exhibitor agrees to take, lease and occupy space No
IT IS MUTUALLY AGREED between the parties hereto that the said exhibitor shall pay for the said space at the said Exposition the
sum of One Hundred and Thirty Five and
One-quarter thereof on or before June 1st, 1917, and the balance of sald sum on or before September 14th, 1917.
IT IS FURTHER AGREED that if the said cathibles does not exhibit. — product in said space, or fails to comply in any other report with the trans of his agreement that the Company hall have the right, without nuiste to the arbibut, or lady on offer said space at position or private said, and the exhibitous agrees to pay any deficiency, lower samples or private said, and the exhibitous agrees to pay any deficiency. The report of the report of the said of the s
The Commany shall have full power to make each roles and regulations for shall Expositions as it may deem proper and may assead name at any time, and the and Company shall have full power in the matter of the Interpretation and advances of all such rules and regulations are assertant, which saw he much the role of the relationship regulations and advances of all such rules and regulations are all the relationships and the relationships are relationships and the relationships are relationships and the relationships are related to the relationships and the relationships are related to the relationships and the relationships are related to the relationships are related to the relationships and relationships are related to the relationships and relationships are related to the relationships are related to the relationships and relationships are related to the relationships are related to the relationships and relationships are related to the relat
IT IS FURTHER AGREED that the lesses shall not assign or sublet any part of the space herein contracted for, without the consent of the Company in writing duly signed by its Manager.
The undersigned proposes to gradient
Signed Address Orange, N J
Per.  Accepted by the INTERNATIONAL EXPOSITION CO.  Dated. Gelection. 11. 1916.
Accepted by the INTERNATIONAL EXPOSITION CO.  Manager.  Make all checks payable to INTERNATIONAL EXPOSITION CO.
NOTS-Contracts to be made out in duplicate.
OVER

# Rules and Regulations Governing

# Third National Exposition of Chemical Industries, New York, 1917

DIVISION OF SPACES.—The Company will not permit the subletting of spaces or the exhibition of any goods oot specified to the contract.

CHARACTER OF EXHIBITS.—The Company will decline and probable the installation of any cability not approved of by the Chibberton of the Chibbreton of the Chibberton of the Chibberton of the Chibberton of the Chibberton of the Chibbreton of the Chi

BUREAU OF INFORMATION.—Will open Friday, Sept. 212t and will be located in the Main Lobby. All mail will be received here and will be distributed to the exhibitors as quickly as possible.

EINECLIF OF GOODS.—Cooks will be received at the Rear received are received as the received as the Rear on days, Goods should be abindy marked and oil charges pepale. The receiving circle will be been a charge occupy of men, who will assist in placing the exhibits in their respective places. The Receiving office will owns to the received of the Reposition of the Reposit

CARR OF EXHIBITS—The Management will sweep and eleate the hall and exhibition spaces, but exhibitions must at titler own expense keep their spaces arranged and their exhibits dusted ond in good order. All coverings of exhibits must be removed by 11 o'clock a. m. exch dust.

WATCHMEN.—The Management will provide necessary watermen for the building between the hours of 1 p. om and the state of the provided provided the provided provided the state of the state

INSURANCE.—Exhibitors who desire insurance on their exhibits must place the same at their own expense. The Company will not be responsible for any injury that may arise to exhibitors

or their employees, or for the loss of, or damage to, any goods from any cause whatsoever, while in traosit to or from the build-, ing or while io the exhibition building.

DECORATIONS. SIGNS, ETC.—The price in this contract includes platform, floor covering, burlap background, railing and sign. No partitions or railings over 4 ft, in begint will be permitted between exhibition spaces except at the back unless by special permit.

ALL DECORATIONS MUST BE FIREPROOF.

REMOVAL OF GOODS DURING EXPOSITION—Under the communication of the commun

BUREAU OF REGISTRATION.—To facilitate the distribution of mail, delivery of telegrans, etc., the Company requests that all exhibitors and employees register at the Bureau of Information, giving temporary and premanent colletares and telephone numbers, if any, A book of record will be kept for this purpose in the Bureau of Information.

EXHIBITION HOURS—The Exposition will open Moodsy, Sept. 24th, 1916, at 11 s. m., and each day thereafter at 11 s. m., and will done at 11 p. m. every day up to not lockuling Saturday, Sept. 29th.

STORAGE SPACE.—Ample room will be provided for the storage of all goods, packing coses, etc.

EMPLOYES PASSES will be issued upon receipt of o written application from exhibitors, giving mannes of employees, ond after payment for passe has been made in faul. Passes may olso be obtained at the Bureau of Information only time after 12 o'cleck-coco, Sept. 12.

REMOVAL OF GOODS.—Exhibits must be removed from the main floor of the building by Mooday, Oct. 184.

AMENDMENTS.—All points not covered here ore subject to e decision of the Company.

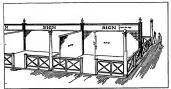
MAIN FLOOR

# DIAGRAM OF SPACES

THIRD NATIONAL

EXPOSITION OF CHEMICAL INDUSTRIES
GRAND CENTRAL PALACE

NEW YORK CITY WEEK OF SEPTEMBER 24TH, 1917



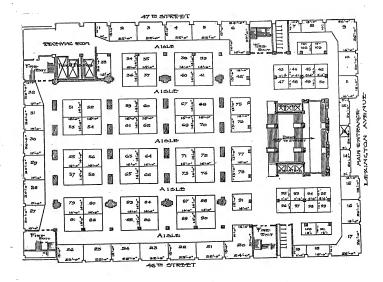
Showing booth equipment furnished for each space

COST OF SPACE-\$1.50 per square foot, including Plaiform, Floor Covering, Background, Railing and Sign.

ADDRESS ALL COMMUNICATIONS TO

NATIONAL EXPOSITION OF CHEMICAL INDUSTRIES
GRAND CENTRAL PALACE, NEW YORK

TELEPHONE, MURRAY HILL 6990



Calle Address Stitsui, N. S

Milient & Co princed

Gelephone 10010 Madison Square

Mitsui Bussan Kaisha, Ltd.)

Illine Statu Paliny Mount Mount Mount Mount Mount Mount Market M

YOKOHAMA YOKOSUKA KOBE OSAKA NAGASAKI MOJI NAOOYA KUCHINOTZU NIIGATA TSURUOA

TOKIO

MÍÍRE OTARU
WAKAMATSU SAPPOR
KURE TAIRAN
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KURE TAIRAN
KURE HANDON
KASEDO HONG KO
MAIZURU SHANGH
MURORAN NEWGHM
AWOMORI GHOSHM
MIYAKO HARBIN

TIELING TIENTS IN CHEFOO HANKOW SWATOW AMOY FOOCHOW TSINGTAU PEKINO MOUK OEN SEOUL CHEMUL PO ANTOHKEN KWANCHINTU EANGKOK RANGOON BOURABAIA CALCUTTA LONDON
HAMBURG
LYON
PETROGRAO
OALLAS
SAN FRANCISCO
PORTLANO
MANILA
BOMBAY
BINGAPORE

" 25 Madison Avenue 12 York October 20. 1866.

Thomas A. Edison, Page, Orange, N. J.

Attention of Mr. W. H. Meadoworoft.

Gentlemen:-

Confirming our conversation at your office yesterday, we thank you for your agreement to take the entire production of Benzol from Woodward Plant during the year 1917 at the price of 47-1/2¢ per gallon, f.o.b. Silver Lake, N. J.

Yours very truly,

951

MITSUI & LOS LIMITED

Guery-Mitania Your The plant a

SN:VC

#### CONTRACT

Office o

# THOMAS A. EDISON

The Heyden Ohemical Worke, 135 William Street, New York City bereby purchases, and agrees to receive from THOMAS A EDISON and THOMAS A EDISON bereby sells to The Heyden Chemical Worke (a corporation)

the material specified in this contract for buyer's own une and consumption in factory located at garfield M J during the period from Olared measurally 1et 1917 to December Slat 1917 vanies posen in deduring the period from Olared measuralle between the Allies and Contral Powers; in

during the period from oldered measurabile between the Allies and Central Powers; in' such case 30 days notice in writing shall cancel this central ARTICLE Thenol crystals, 39' to 41' Cent. Congesting Point, otherwise

USP standard.

QUANTITY Two thousand (2000) pounds every working day (not including Sundays and legal holidays) during 1917.

PRICES Fifty Cents (\$.50) per pound at celler's Works at Silver Lake N J

TERMS 30 days net; 1% discount for payment in 10 days from date of ahipment.

DELIVERIES To buyeres trucks at seller's Works; or in carload shipments from Silver Lake N J on ten days notice

#### CONDITIONS

But most/s spigeous to be treated as a sparsta and independent centerst, beit if toper falls to fulfill terms of order, preduce or appears under the or collect centerates, testing may defer further shipments until such defeafults a made good as may at the option treat such defeatult as final releast to accept further adoptions to breather.

The sellers may define to make deduction on this centrale, except for each, wherever the sellers, for any reason, stall have any death as to the buyer's responsibility, and so advise the buyer; whereapon the buyer shall have the privilege and satisfying the seller of his responsibility, and when the seller is no satisfied, then deterrise shall be made or crossed, as per converse to the special production of the proposibility and when the seller is no satisfied, then deterrise shall be made or crossed, as per

of mattering the feater of this representation, and mean the second of other like cause beyond the control of the seller, interfering with the production of the goods herein described or the supply of any raw material of which the said strictle is a prefering with the production of the goods herein described or the supply of any raw material of which the said strictle is a preduct, deliveries under this contract may be assepted by the reliter during the period required to remove the cause or regulatic damage, and the total quantity deliverable moder the contract shall be reduced in proportion to the damagics of said.

suspension.

Packages to be charged at regular prices and paid for some as contents, but credited same as charged when returned in good order within sixty days.

ACCEPTED: Dec 28th 1916

won.

ACCEPTED The Higher Home Man

OLET 1834-200-13-19

ARTICLE

#### CONTRACT

Office of

#### THOMAS A. EDISON

ORANGE, N. J.

The British Chemicals Company, Limited, Ottawa, Ganada, hereby purchases, and agrees to receive from THOMAS A. EDISON and THOMAS A. EDISON hereby sells to The British Chemicals Company, Limited,

the material specificd in this contract for buyer's own ms and consumption in factory beared at in Ganafa from January 1st to June 30th, 1917 cortain; and thereafter to the oad of present wire unless torisitated by the Buyer upon. 30 407 and 100 an artising, and subject to Sollor's renormal of leases for plants producing Tollow Lunder contract, notice of such renormals; if made, to be given before Docomber 18th, 1917.

Toluol, water white, distilling 100% within 200 of the true boiling point, equal in quality to Barrett's specification for Pure Toluol.

QUANTITY
Seventy two thousand (72,000) to One hundred two thousand four hundred (102,400) gallons during 1917 in accordance with delivery cohedule below.

One dollar and fifty cents (41.50) per U S gallon fob Woodward, Ala. and Johnstown, Pa. in Seller's tanks.

Cach on presentation of railroad Bill of Lading and certificate of inspection at Bank of Montreal in Ottawa, in New York Exchange.

Jamuary to April inclusive 4000 to 5600 gallons monthly
May to December inclusive 7500 to 10000 gallons monthly

CONDITIONS Any question of quality to be adjusted by Stillwell & Gladding, New York Oity.

Each month's abluments to be treated as a separate and independent centure; but if keyer falls to halfst terms of comprehence or symmets under fish or other constructs, stiller one desired in the state of the constructs, and the construction of the construct, except for each, wherever the selfice, for any reason, that laws any doubt as to the keyer's responsibility, and no advise the buyer's relevant to the construction of 
above terms.

In the vente of war, fire, flood, strike, bedoon, accident or other like cause beyond the control of the seller, interfering with the production of the goods herein destribed or the supply of any raw material of which the said strike is a preduct, deliveries under this control may be suspended by the selfer during the perior forquired to remove the cause or regal to dead, and the control may be suspended by the selfer during the perior forquired to remove the cause or regal to the damage, and the total quantity deliverable under the contract shall be reduced in proportion to the duration of such

suspension.

Packages to be charged at regular prices and paid for name as contents, but credited same as charged when return in good order within sixty days.

ACCEPTED: January 5th, 1917

ACCEPTED:

British Compat & Co

TELEPHONE BOB GRAN Cable Address "EOLE GAL" OELOS MOLOSI SERVICIO COMPA FIRESSO PROSINTANÍ WILLIAM A MARDY L

LEGAL DEPARTMENT
THORAS A EDISON
THORAS A EDISON, INC.
SATES MANUFACTURING CO.
SOISON STORAGE BATTERY CO.
SUISON PORTLAND CEMENT CO.
SUISON PORTLAND CEMENT CO.
SUISON PHONOGRAPH WORKS

ORANGE, N. J.

May 9, 191

Mr. R. W. Kellow, Laboratory.

Dear Sir:-

I return herewith the following executed copies of agreements with Mr. Edison recently received from you:-

A. Hollander & Sons, dated Feb. 13, 1917
The Heyden Chemical Works, dated Dec. 28, 1916
American Oil & Supply Company, dated Jan. 4th, 1917
British Chemical Company, Ltd., dated Jan. 5th, 1917

Assignments of these contracts to New Jersey Froducts. Incorporated and letters of notification of the assignment, all to be signed by Mr. Edison, were prepared some time ago and turned over to Mr. Emery, the understanding being that the assignments and letters would not be used until New Jorsey Products, Incorporated had been authorized to do business in New York State and that they would be dated with the date of such authorization or later. New Jorsey Products, Incorporated was authorized to do business in the State of New York on May 7, 1917. Mr. Emery was to furnish you with copies of these assignments and letters.

Yours very truly,

HL-JS

Henry Ranahan

. V

				-
Andrew Cel Mile Tangal  27 735.31  27 105.71  27 39 454.23  28 275.58  28 10.67  28 11.07  28 275.58  28 11.07  28 275.58  28 11.07  28 275.58  28 11.07  28 275.58  28 11.07  28 275.58  28 27 27 114  28 28 27 58  28 27 58  28 27 58  28 27 58  28 27 58  28 27 58  28 27 58  28 27 58  28 27 58  28 28 28  28 28 28  28 28 28  2	- 327.68 122.32 172.32 172.32 172.367 7069.71 7069.76 8076.86 12 913.67 3188.87 1396.87 7364.75 7304.22 1366.02 1461.02 1967.13 3699.47 3197.49	Acctmilds 202151 274.51 75.00 111.12 164.74 662.04 527.82	1045 58 2664.24 2269.44 2269.44 234.34 246.47 246.34 3764.69 1079.50 1337.11 277.05	2015-2016 - 4015-2016 - 4747 - 1936 - 3812- - 298.75 - 298.75 - 207.97
12017 - 298.64 7 8443.03	84471.43	-	17,318.06 Ma	_ 496.78
Profits on Accelent & for dust Communication of Operations to May 31,1997	Cant B	11	7.97	Ī.

Profits by Months showing Gradual Decrease.

Depot 1915 61506.54 Oct 1915 45327.81 48506.39 Nov 1915 8612.84 Dec 1915 Jan 1916 53298.39 Feb 1916 43 690.47 44970.36 mar 1916 apr 1916 52121.11 26636.10 May 1916 June 1916 2678.56 July 1916 696.35 aug 1916 17884.21 13951.42 Dept 1916 26 057.75 Mov. 1916 19957.84 15-15.16 2974.32 Jan 1916 1266.95 Jet 1917 6044.47 mar 1917 1230.63 May 1917

6044.47
1375.38
1236.63
No predocts the stand in the engre of Citic are now being morely you kend the organise of the stand of the stan

Plant was making the following products, which contributed to profit by percentages approximately as follows:

Nitrobenzol,	15%
Aniline Oil,	64%
Acetanilia,	1%
Paraphenylendismine,	16%
Aniline Salts,	4%
	100%

On account of the low prices prevailing at the present time, plant is unable to produce these commodities at a profit with the exception of the Paraghargiestication, and it is questiouslie whether the plant can continue to run with this one product.

Parapharylendianine profits have approximated \$75,000. in which Mr. Brady has shared. According to letter of agreement, the sammfacture of this product was not originally contemplated.

March	16,	1915	-	Investment,

\$35,000,00

#### Payments:

November 9, 1915 - Cash,	820,000.00
" 80, " - "	15,000,00 \$35,000.00
January 25, 1916 - "	\$15,000.00
March 10, " - "	22,774.90
May 3, " - "	15,000.00
" 25, " - "	15,000.00
August 8, " - "	15,000.00
October 3, " - "	15,000.00
November 8, " - "	15,000,00
December13, " - "	35,000.00
Jamary 31, 1917 - "	15,000.00 142,774.90
m o m a 7.	\$177,774.90

This amount, paid within two years, represents practically 254% purguar.

Thous whole Cost of Anchis - Blant 1st Concerningle aced, 4 pats 3 miration pats - still, Then shaw addition of 2 Court vion pats for meching Extra Mysteren Then show additional Pets to Loucha munipertale the Extra Meprocanie -Then show the 5th got or The Taules or Extra Egg or Extra Cooler -Then show the Porraphengle the plant & Dreger Then the Lindnic hydrocallosides of security

first contemplated to voe atl P. P. track not Tota to wash manipulate / Estia Myrban Fild Uniline Tota the sate Egger Boiler Tydio Gloride Plant & Well Total In Stmille, 1917, to Rotellow, selico words a letter orm, Kolomo Buttur in the anche Manh, back Secretarial Service Department

Office of Secretary

FUNCTION: Thomas A. Edison, Personal

Memorandum No.

SURFECT: Accounting for Amiline Plant Partnership

Date Apr. 9, 1918

0409

مرسي همدا

Mr. J. W. Robinson, Scoretary,

Thomas A. Edison, Inc.

As you no doubt know the Aniline Flant at Silver Lake was operated under a Partmership Agreement between Mr. Edison and a New York individual.

At the time the plant was cold to Thomas A. Edison, Inolar, Membert arranged with Mr. Silectly sparter that we slight hendle the plant in our organization and the plant was considered to the consideration of an additional space of the cold to make for revenues, etc. when the plant was finally wound up. I informed Mr. Evrin, your predocessor as Economics of thems A. Edison, Incorporated, regarding these ciromatoness at the time the plant was sold to Thomas A. Edison, Incorporated.

the profits and losses have been from the date of the equisition of this plant by Thomas A. Edison, Incorporated to date? Ins all stook, equipment, etc. been disposed of, so that we can arrange to mise final accounting to the Ziston's partner?

If you cannot give me this information at this time will you kindly advise me how soon your office may be able to do so, and kindly bear in mind that we should have the data to close up this accounting at as early a date as practicable.

R. W. KELLOW

Secretary

RWK/JL

Copies to:-

1533-3-5C-318

#### SECRETARIAL SERVICE DEPARTMENT OF THOMAS A. EDISON, INC.



FORGETION: Antiline Flant of Oosl Tar Froducts Division of T.A.E. Inc Meso. No. | 2 | 1 | SUBJECT: Accounting for Antiline Flant Fartnership.

Mr. R. W. Kellow, Secretary, T. A. E. Personal.

Replying to your Memo. #2499 of April 9, 1918:

At the time that the Aniline Plant of Thomas A. Edison, Personal was turned over to Thomas A. Edison, Incorporated, mobus responsible for the occulus of the account in Thomas A. Edison, Incorporated was sware that any outsider was interested financially in the Plant. Apparently no mesocrandum was ever issued to Thomas A. Edison, Incorporated outlining the exact status of the Aniline Plant as taken over.

However, cline this undertaking man taken over by months. Bellevin, the corporated, lithing if dmy, profit has been made. Until the shollowed set in the state of 
-----000-----

J. W. Robinson,

MH

Copies tos-

Secretarial Service Department

Sold of the sold o

Function:

Edison Bensel Plant at Woodward, Ala.

Memorandum No. 172

SUBJECT

Hirzel Royalty

Date July 8, 1919.

Mr. J. H. Smith, Bookkeeper, Thomas A. Edison Personal:

shall have to dispose of the accounting the following the half have to dispose of the accounting the following the hard with Harrich Hirsel, which has been credited with the royalty set up satisfactly by Hr. Edison on the basis of output of this plant, and shall have to do the same thing in connection with his account, on the books of the Jörnstonn plants.

To propare for this, please make journal entries on the accounts for each of these plants, charging Accounts Payable Heinrich Hirsel, and crediting an account in General Ledger entitled "Reserve for Hirsel Reyalty." Make explanation in your Journal Entries as follows:

whe based on quantity production by Mr. Edison without knowledge of Mr. Hirsel on account of the fact that Mr. Zdison used apparatus shown on Hirsel patent is connection with the Bennol plaints. Edison actions that the Table in the Bennol plaints of the Mr. Zdison used apparatus and new included the Paratum was only one designed and the Mr. Zdison states that the patent was only one designed acting and caused me and new fact that the Mr. Zdison was the Mr. Zdison and the Mr. Zdison and the Mr. Zdison and the Mr. Zdison's instructions of set United States into the world Mr. In view of Later day of the United States into the world Mr. In view of Later day Mr. Zdison could be the Mr. Zdison which was the Mr. Zdison

The same entry and explanation should be made on each set of books, namely scotmard Plant and Johnstown Plant books.

When the books for those plants are entirely closed up and the balance of remaining accounts are taken into the accounts of Thomas A. Edison Personal, a reserve account of the same title should be opened on the latter set of books, with explanation along the lines of the above.

On the Woodward books when you make the entry referred to above, make note in ink on the ledger account that Mitsui & Corpany, selling agents for the Woodward plant are entitled to payment of one half of the amount

Copies to:-

1533-3-50-10-18

of royalty sot up, providing it is not required that the royalty be paid to Hirsel, instance as one half of the assumt is charged to then under their solling arrangement with life. Misses and paid for by them, Corry the royal of the second of their solling and paid for the corry this receive account along on the botes of Thomas A. Mison Personal for several years. I am advisad by the logal Department that our patron insealing a patron of the control of the part 
R. W. Kellow,

Secretary.

Ediphoned.

Sacretarial Service Department THOMAS A. EDISON, PERSONAL

Memorandum No.

Function: Coal Tar Products Division SUBJECT:

of Thomas A Edison, Inc. Accounts for Anilins Plant

Date Sent. 18,1919

ur. J.W. Robinson, Scoretarym Thomas A Edison, Incorporated.

Attached is my original memorandum # 4672 dated May 22,1919 subject as above, which you returned to me with the following notation."In my opinion there was no Profit or Loes on Amiline business after we took it over, but am afraid accounts will not admit of analysis. Mr. Mambert says OK to take this position and to Bay B. whatever we owe him." This notation is dated May 27th and you told me on June 2nd that you would look into the matter further.

As I have told you there is about \$65,000 showing by our accounts as due B. I understand the accounts of Coal Tar Products Division have now been closed and am wondering whether you can give me any further information on this, or whether you feel like assuming the responsibility of advising, without further investigation, that T.A.E. Personal make out this account to B.

R W KELLOW

Scoretary

Copies to:-

(Consecutive Binder)

3PQ-B-5C-5-19

Secretarial Service Department

THOMAS A. EDISON, PERSONAL

Function:

Memorandum No.

SUBJECT:

Dottober 15,1919

Mr. J.W. Robinson, Secretary TAE Inc.

When you have had a chance to settle down again into the traces, will you kindly let me have your advice regarding any Profit or Loss made in the Antline Department of Goel far Products Division, after you purchased the beliefing from Mr. Edison? See my memorandum of September 18th.

R W KRIJOW

Secretary.

Copies to:-

(Consecutive Binder)

3PQ-B-5C-5-19

AMILINE BUSINESS OF

THOMAS A. EDISON, INC.

October 20, 1919. It is absolutely impossible to arrive of any figure of

or lose on the Aniline Plant after it was taken over by us. r. J. W. Robinso what would happen when the consolidation was With reference to the attached correspondence from effected but

Mr. H. W. Kellow regarding an accounting of the Amiline Business of it went thru' T.A.S., Inc., I fully agree with your opinion that the accounts of just the same.
the Coal Tar Products Business will not admit of analysis.

2. I believe the best information we can furnish on this to use these matter is to take the inventories and investments in buildings and figures your equipment of all four plats (carbolic, Fibon), Anline and alloop blood becomes the state of the blood be on dated wis. August 31, 1919 on the basis of the values shown by each, head \_ J.W.R.

5. The following is a statement of the profits and losses transferred from the Carbollo, Phenol, Amiline, Amidophenol and Coal P.S. This is Tar Products Divisions to the Control Division from June 1917 to FINAL February 1918 implusive, together with the profit shows by the Cou Tar Products Business from March 1918 to August 31, 1919:

ive.	July, Aug. " " Sept., Oot., Nov., Dec.,		(Coal	ine) olio) olio) ophenol) Tar)		6,750.00 1,604.49	30,428,24 88,723,30 2,010,08 14,055,93 39,657,89 54,408,95 5,163,09
				10		86,600,70	-,
	Peb.					39,372.36	55.089.54
		17			4:	134,327.55	\$289,556.82

Less - Profit of Ocal Tar Products

Division from March 1st, 1918 to August 31, 1919 (the date this division was liquidated),

\$101.261.19 Not Loss

5.948.08

4. In the schedule below, I have pro-rated the net loss of \$101,261.19, shown above on the basis of the total inventories and investments in buildings and equipment at May 31, 1917:

A. Anilipe Division \$ 85,907.00 Inventories Buildings (Not) Equipment (Not) 6,417.02 30.583.35 \$122,907.35 \$ 15,510.70 B. Phenol Division Inventories 103,887.50 Buildings (Net) Equipment (Net) 16,115.44 108.975.59 228,974.53 28,523,59 O. Amidophanol Division 12,643,30 Inventories Buildings (Est) Equipment (Net) 5.864.74 4,462.04 17.511.20 35,819,24 D. Carbolic Acid Division Inventories 353,345,71 Buildings (Net) Equipment (Net) 3,098,22 68.754.03 425.177.96 52.964.86 3812.879.08 \$101.261.19

5. During the period from September 1st, 1917 to August 31, 1919 we entained a loss of \$29,654.06 from the Goal for Froducts Business, and I passent below a schedule pro-resting that loss on the bests of the inventories and investments in buildings and equipment at August 31, 1917;

\$130,554.05

Total

A. Phonol Division

Inventories

14.652.12 Buildings (Net) Equipment (Hst) 87.935.98 \$282,922.13 \$ 16,547.67 B. Aniline Division Inventories 84,358,90 Buildings (Net) Equipment (Net) 11,285,20 8,795.85 28.156.54 123,780.44 G. Amidophenol Division inventories 22,579.73 5,231.48

Buildings (Mst) Equipment (Net) 3,094,27 15.743.14 D. Carbolic Acid Division 88.293.55 5,087.43

Buildings (Net) 10.018.29 49.654.91 \$541.272.61 \$38.454.06 Total

E. From the amount \$8,795.65 shown above as Anilino loss we must deduct the profit of \$1,604.69, transferred to the Control Division in August, which gives a loss of \$7,109.54 as against \$15,510.70 in the first sabedule

6. A. I am not familiar with the agreement between Mr. Edison and "B", and do not know if a deduction out be made on the basis of either of the above schedules; if a destaled statement of Bales, Oost of Bales and Profits is required I think we are helpless.

R. I believe the first schedule is the better basis of prorating the loss on account of the adjustment of profits and losses made with the Rdison International Compression, some of which may have suplied against goods sold in June, July and August, 1917 before the books of account wave concellated.

Q. The loss of \$101,261.19 shown by the first schedule includes interest on investment assuming to \$47,257.79, and the loss of \$20,454,65 shown by the second schedule flat the first the loss of to \$45,055 the loss of the loss of the loss of the loss of the second shown \$47. Edison and "B" may not permit the inclusion of intersat in costs.







#### Legal Series -- Harry F. Miller File Group 3: Legal and Personal Business Records (1911-1923)

This folder contains correspondence, agreements, financial material, and other documents covering the years 1911-1923. Almost half of the lims are from 1917, the year that Richard W. Kellow succeeded Miller as secretary for Edison's personal interests. The few ltems for the period after Kellow left edison's employ in 1921 appear to have been handled by Edison's brother-in-law John V. Miller (no relation to Harry F. Miller) in his capacity as assistant financial executive of Thomas A. Edison, Inc. (TAE Inc.).

The documents handled by Miller from 1911-1916 include agreements be the continuous of the sale of Edison's interest in the Lansden Co., a manufacturer of electric delivery wagons, and to the lease of cows owned by Edison to the Edison Portland Cement Co.; requests for assistance from son William Leslie Edison and from longtime associate Edward H. Johnson; and a letter from Edison to the Russian government, attesting to his son-in-law John V. Sloane's airplane company's capability of furilling an order. Also included are items relating to Edison's real estate holdings at Menlo Park and Silver Lake, New Jersev.

The documents handled by Kellow from 1917-1919 include assignments relating to the recording rights of Henry Ford's band, Ford Hawaiian Quintet, who made a number of Edisondisc records; agreements and correspondence relating to Edison's rental of the yachts Yankee III, Rampant, and Hydraulei for wardime experimental work; financial statements and a guarantee (Elability for workers' compensation at the Edison Portland Cement Co. (EPPCo) and the West Orange Laboratory; a seventeen-page list of expenses incurred in setting up the benzo Iplant at Woodward, Alabamna, a Joint project of Edison and Mitsui & Co.; and balance sheets showing the capital stock and net worth of TAE Inc., the Edison Phonograph Works, and the Edison Storage Battery Co.

The documents from 1921-1923 pertain to the life insurance policles of Edward and his family, the value of Automatic Phonograph Exhibition Co. stock issued in 1980, and the patent rights of the Edison Storage Battery Co. in regard to the starter battery that Edison was developing for the Ford Motor Co. The correspondents include Edison attorneys Delos Holden and Henry Lanahan; TAE Inc. financial executive Stephen B. Mambert, John V. Miller; EPCCo president Walter S. Mallory and assistant manager Alfred Hallingsworth- Moses; James A. Serrell, owner of the *Rampant*; and Max Zwickl, owner of the *Hudraulic*.

Approximately 50 percent of the documents for 1911-1923 have been selected. The unselected material includes duplicates, envelope wrappers and contents lists, documents pertaining to business not involving Edison, and additional items relating to insurance and rent for the Rampant.

Mr/Edison of these bonds Par Value \$250 lach lord \$17500 Shall I see if they can be sold? Hyll

# The Gity Club of East Orange

20 Prospect Street

East Grange, N. J., January 24, 1911.

JM -26 S

TO THE HOLDERS OF THE SECOND MORTGAGE BONDS OF THE ORANGE CLUB

The City Club of East Orange was organized in March, 1910, taking over the property of the Orange Club and saxuming its obligations. Since them the Club nouse has been equipped with Bowling Albys and otherwise improved at a cost of pureads of \$8,000. The City Club was organized on the un-test cash-payment plan, with moderate does, and has been successful from the start. The membraidly active control of the c

The second mortgage five per cent. (5\$) bonds of the Orange Club fall due on February 2, 1911.

The plan of the City Club is to exchange these bonds for a like amount of a new second mortgage issue, amounting to \$7,375 bearing five per cent. (\$\frac{1}{2}\psi\) interest and running for fifteen (15) years, with a provision for their retirement by lot.

The new issue of second mertgage bonds will be a better security than was the present time when part out. They will be a first line upon the property after the first mortgage of \$12,500 as were the present bonds. The total issue of new second mortgage bonds will, however, be only \$7,073 as apoint \$12,500 of the conformation of the present the present part of the present the p

of upwards of \$5,000, already referred to, put into the property by The City Club.

The sum of the first and second mortgages (\$12,500 and \$7,375) will be
\$19,975, whereas the geal estate and equipment stand on the books of the club at
\$42,500, the insurance carried is \$24,800 and the assessed value of the real estate
for taxing purposes is \$21,000.

Please send your bonds to The Savings Investment & Trust Co., East Orange, N. J., which will give ad interim receipts and will deliver the new bonds when issued.

RICHARD N. DYER, PRESIDENT, CHARLES H. ELY, SECRETARY, FRANK M. BENNET, TREASURER. RICHARD N. OYER LEONARD H. DYER JOHN BOREST TAYLOR

#### DYER, DYER & TAYLOR

COUNSELLORS AT LAW PATENTS, TRADE MARKS, COPYRIGHTS, CORPORATIONS

NEW YORK

DABLE ADDRESS ERNERVE, NEW YORK TELEPHONE 2910 CORTLANOT

31 NASSAU STREET

H. F. Miller, Esq., Edison Laboratory Orange, N. J

Dear Mr. Miller:-

Your letter of January 31st to Mr. Bennet, Treasurer of the City Club of East Orange, and referring to the five Orange Club bonds, held by Mr. Edison, has been handed to me.

The City Club, of which I am President, is getting to be a flourishing institution. While the members are ready to put up money for additional facilities and attractions which add to the security of the bonds, there is no fund for the purchase of these bonds. A few of the members have gotten together and agreed to put up money to buy at whatever discount they can the bonds of persons who will not exchange and will feel hadly enough about it to force a foreclosure. I do not count Mr. Edison among this number, and hope that he will consent to the exchange of his bonds. The matter, of course, is very trifling from his point of view (the five bonds only amounting to \$125.), but from the point of view of the few members who are obliged to carry the "bag" - to use the language of one of his own phonographs -

> "Every little-bit, added to what you have, makes just a little-bit more."

> > Nonte very truly. Mich N. Syn

# The Edison Portland Cement Co

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J. P. O. ADDRESS, STEWARTSVILLE, N. I.

January 18, 1912.

M 23 812

Dear Mr. Edison:-

I beg herewith to hand you in duplicate the agreement covering the cows, properly executed, and would ask that you sign and return to us one copy.

This agreement was drawn by Judge Morrow and has been passed on and approved by your Legal Department.

Yours very truly,

WSM-RBB

ENCLOSURE: - 2

Provident

Front Edward Law Sugnad

Lawb

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Additi

	PROST TO THE PROPERTY OF THE P
	H+m +65
	AGREEMENT
	THOMAS A. EDISON
	with
	EDISON PORTLAND CEMENT COMPANY
4.5	
200 - 100 -	Traf Hood of Conte
E State of L. C. A.	
1400	
	FRANK L. DYER
	GOUNSEL ORANGE, NEW JERSEY
The state of the s	

THIS AGREEMENT, made this day of \amiv , in the year nineteen hundred and twelve, between THOMAS A. EDISON, of West Orange, New Jersey, party of the first part, and the EDISON FORTLAND CEMENT COMPANY. a corporation of the State of New Jersey, having its plant and principal office at New Village, in the County of Warren and State of New Jersey, party of the second part, WITHESSETH that the said party of the first part doth agree to lest and lease and the eaid party of the second part doth agree to hire one hundred and fifty cowe, or a greater or less number as may be mutually agreed upon by the parties hereto, for the purpose of producing milk from and upon the farms and premiees in the occupation of the said party of the second part situate in the township of Franklin in said county of Warren and adjacent townships therein, as may be agreed upon by and between the said parties, and also a sufficient number of bulls to run with said cowe for the purpose of breeding from the same, upon the following named terms and provisions, that is to say, the said party of the second part chall receive the said cattle as they may be chipped or eent to the eaid party of the second part by the said party of the first part at such place or places as the said parties hereto may agree upon, and thereupon take and place and keep the said cattle upon the eaid farms and promises above referred to for the space of five years from the time the full number shall have been received by the said party of the second part as may hereafter be agreed upon by the parties hereto; shall care for, keep in good premises and feed with feeds suitable for the purpose of the proper maintanance of the said cattle for and during the said full term of five years as aforesaid;

and at the expiration of said term shall return and deliver the said cattle to the party of the first part.

The party of the first part agrees that the said party of the second part shall during all the time of the said term have and receive and take to its own use all the milk, butter and increase in eaid herd of owe and that in case the party of the second part desires that any of said own or bulla be cold at any time during the life of this agreement, he will sell the same at the best price obtainable and devote the proceeds to the purchase of additional cown or bulle as requested by the party of the second part, said additional wows or bulle to be added to the original herd and leased to the party of the escond part for the unexpired portion of the term of this lease, upon the same terms and conditions as the cowe and bulle originally purchased.

It is further agreed by and between the parties that at the termination of this lease, the said herd of cowe and bulls chall be appraised and the party of the second part shall thorsupon pay to the party of the first part an amount equal to the depreciation in the value of the herd as shown by the difference between the appraised value of the herd and the cost to the party of the first part of the said herd, including the expenses of bringing to said premises the cattle composing said herd.

In consideration of said reasing the said party of the second part shall, in addition to the keeping up of the said cows and bulls as aforesaid and the proper care and keeping of the same as aforesaid, ray to the said party of the first part, in semi-ammal payments, a rental for the use of said cows and bulls equal in amount to the interest at six per centum per annum of the actual cost and expenses of bringing to the said premises of all

the said cowe and bulle as aforesaid, including in the enid cost and expenses the solual value of the said cattle, the same to be determined by reference to the receipted bills for the purchase of the same to be furnished by the parties from whom the said party of the first part may purchase the same, and not to be in excess of the amount so shown to have been paid for said cattle by the said party of the first part.

It is further agreed that during the time this lease shall continue the eaid party of the sedend part shall pay all the taxes that may be levied and asseseed upon the said cattle, including the said natural increase thereof.

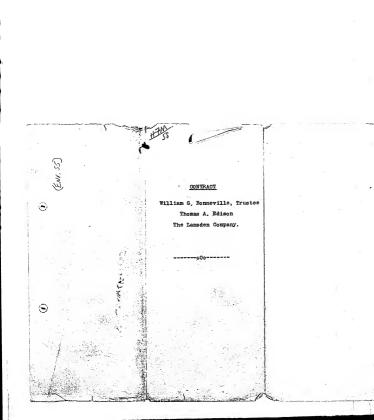
It is hereby further agreed by and between the respective parties hereto that if the said rental shall at any of the times when the same is hereby etipulated to be paid remain due and unpaid and eo continue unpaid for the epace of ten daye the party of the first part may forthwith and without any notice or legal proceeding whatever proceed at once to take possession of the said cattle and either remove them from the said farme and premisee to such place and placee as he may deem beet, or, at his discretion, he may leave the same on the said farms and premises and keep, feed and maintain them thereon by his own cervante and at his proper costs and charges and take and receive to hie own use all the milk, butter and other produce therefrom and all the natural increase of the came for and during the remaining time of the term of thie lease after such failure to pay the said rental ae aforeeadd.

It is further mutually agreed by and between the parties to these presents that so long as the said cattle shall remain on the said farms and premises, either in the possession of the said party of the second part under and by virtue of the terms of this leass, or in ths possession of the said party of the first part in case he shall re-possess himself of the said gattle for or by reason of the non-payment of the rental hereby reserved, no manure by the said cattle made shall be removed from the said premises, nor shall any such manure be at any time after the termination of the said term or after the termination thereof by reason of the non-payment of the said rental bs removed from the said pramisss, but all such manure shall be and remain on the said premises as the property of the said party of the second part hereto.

It is expressly agreed that this lease shall not be assigned or the cattle hereby leased be sublet to any person or persons whatever save with the consent in writing of the said party of the first part hereon endorsed by the said party of the first part, his executors and administrators and assigns.

And it is hereby expressly agreed that the terms of this agreement shall be to the beneficial use of the said party of the first part, his executors, administrators and assigns, but in no wise to any successor or assigns of the said party of the second part without the consent in writing of the said party of the first part, his executors, administrators or assigns endorsed hereon.

IN WITNESS WHEREOF the said party of the first part hath hereunto set his hand and seal and the said party



g. x(D

4.

MEMORANDUN OF AGREEMENT made this flowed day of factors, 1912, by and between William G. Bonneville, Trustee, party of the first part, Thomas A. Edison, party of the second part, and The Landen Company, a corporation organized under the laws of the State of New Jersey, party of the third part, WINNESSETH:

WHEREAS, the party of the first part on the 14th day of Pocember, 1911, made in writing a certain offer to the party of the second part, which said offer was duly approved and accepted in writing by the party of the second part on the said 14th day of Pocember, 1911, and

WHEREAS, upon the ecceptance of the sforeeald offer in writing the party of the first part paid to the party of the second part the sum of Twenty-five thousand Dollare (\$28,000.) pursuent to the terms of seid offer and acceptance; end

WHERMAS, eince the execution and acceptance of the aforesaid offer, certain changes and amendments to the terms thereof have been duly agreed upon by the partice of the first and second parts, which are now necessary to effectuate the full spirit and intent of the aforesaid written offer and acceptance,

NOW THEREFORM, in consideration of the sum of One Dollar (\$1.) each to the other in hand paid, the receipt whereof is hereby secknowledged, the parties hereto do mutually agree and covenant each with the other, their heire, administratore, executors, successors and sassigns, as follows:

(1) The terms and provisions of this agreement shall be deemed to be and be construed as amendatory and supplementary to the provisions of the aforesaid offer end acceptance, so far as they may as reasonably appear, but the terms of this agreement shall be absolutely controlling



upon the parties hereto in case of any ambiguity or inconsistency arising between the terms of the aforesaid written offer and acceptance and the terms of this agreement.

- (2) The party of the first part shall upon the execution of this instrument pay to the party of the second part the sum of One hundred thirty-one thousand thirty-seven and seventeen one-hundredthe Dollare (\$131,037.17), which togother with the aforeeaid sum of Twenty-five thousand Dollars (\$25,000.), paid as aforssaid by the party of the first part to the party of the escond part on or shout the 14th day of Docember, 1911, shall constitute payment in full to the party of the second part for the total outstanding capital etock of the party of the third part, which said total outstanding capital etock the party of the second part shall thereupon deliver to the party of the first part duly assigned to eaid party of the first part, and the party of the second part shall at the same time deliver or cause to be delivered to the party of the first part the reeignations in writing of all the directors and officere of the party of the third part, which said resignations shall provide in terme that they are to take effect when accepted by the Board of Directors or the Stockholders of the party of the third part.
- (3) The party of the second part further agrees to assume, and does hereby assume and agree to pay, upon demand and the precentation of a proper certification or certification by the officers of the party of the third part, all the liabilities and debts of the said party of the third part of whatenever nature originating from or by reseon of the general conduct of the business of the party of the third part prior to November 1st, 1911, with the exception of certain Accounts Payable amounting to the sum of Fourteon thousand one hundred seventy-one and eighty-eight one hundredthe Dollars (\$14,171.88), as more particularly set forth

D

in Schedule 1 hereto annexed, no part of which is assumed by or shall constitute a claim or charge against the party of the second part.

10 g 2

(4) The party of the third part agrees to pay to the party of the party of the party of the part of Seventeen thousand nine hundred and eix and eeventy-one one-hundredthe Dollars (\$27,906.71), said sum being the amount of certain Accounts Receivable by the party of the third part or parte thereof, which were unpaid to the party of the third part on the lat day of January, 1912, as more particularly set forth in Schedule 2 hereto annexed, PROVIDED, that said earn or any part thereof shall be payable by the party of the third part to the party of the second part only when and in euch amounts as shall be collected by the party of the third part, the said party of the third part, the said party of the third part greeing, however, to use all due diligence in the collection of the said Accounts Payable consistent with the usual and reasonable conduct of its business.

(5) The party of the first part in further consideration of the delivery to him of all the outetanding capital stock of the party of the third part, as hereinabove provided, does hereby guarantee, promise and egree to and with the party of the second part that the party of the third part will well and faithfully perform and fulfill everything by the foregoing agreement on its part and behalf to be performed and fulfilled, at the times and in the manner above provided; and the party of the first part does hereby expressly waive and dispense with any domand, upon the said party of the first part does hereby expression to the first part does hereby expression.

109 g. 2.2 weys

IN WITNESS WHEREOF, the parties hereto have hereunto

placed their hands and seals the day and year first showe written.

Evely of the first party from

Thomas a Coloon (Seal)

The Lausden Co Party of the third part.

By Frank E. Ageons

### SCHEDULE I.

## ACCOUNTS PAYABLE

## of the Landden company

as of OCTOBER 31st, 1911.

_	13.69
1 - Adams Express Co.,	45.00
2 - American Federation of Labor	178,25
3 - Aohille Bataille & Co.,	66.88
4 - A. & J. M. Anderson 5 - Archibald Wheel Co.,	97.00
6 - American Vulcanite Fibre Co.,	5,10
7 - Banister & Pollard	3.09
8 - Barlow Foundry Co.,	64.10
9 - Baldwin Chain & Mfg. Co.,	296.60
10 - M. L. Bayard & Co.	505.00
11 - Brown-Lipe-Chapin Co.,	799.35
12 - N. E. Booth	2.93
13 - C. Buchanan & Bro.,	5.20 20.24
14 - Brown-Lipe Gear Co.,	20.24
15 - Colleins & Holden	37.34
16 - W. T. Crane Carriage Hardware Co.,	.12
17 - Albert C. Courter & Co.,	36.25
18 - Centaur Motor Co.,	6.78
19 - Del. Lackawanna & Western R.R. Co.	1.05
20 - De Forge Belting Co.,	37.00
21 - Gustav A. Dingler	8.25
22 - Dennison Manufacturing Co.,	30.77
23 - D. Delaney & Son	15.50
24 - John Desch	4.94
25 - Edison Phonograph Works 26 - Thomas A. Edison	842.95 ×
27 - Thomas A. Edison, Inc.,	250.51
28 - The Electric Show Co	337.50
29 - The Essex Press	110.13
30 - Faitoute Iron & Steel Co.,	164.95
37 - Peter A. Frasse & Co	102.64
32 - Firestone Tire & Rubber Co.,	914.94 2499.15
33 - General Electric Co.,	10.35
34 - C. A. Goldsmith	112.10
35 - The B. F. Goodrich Co.,	2.63
36 - Goodyear Rubber Store	14.04
37 - John H. Graham & Co.,	.45
38 - Hahne & Co.,	171.03
39 - U. T. Hungerford Brass & Copper Co.,	81.34
40 - J. J. Hookenjos Co.,	1.30
41 - Howard Coal Co.,	468.52
42 - S. B. Howard 43 - Edmund F. Heath & Son	100.29
44 - Howard Miniature Lamp Co.,	2.43
45 - Hammacher, Schlemmer & Co.,	15.82
46 - Wm. A. Jones & Son	263.07
47 - Jones & Lamson Machine Co.,	12.00
AR - Phiness Jones & Co	3.67
49 - The Keubler Foundries Inc.,	113.34
50 - Kevatone Vehiole Co	774.06 9.00
51 - Kanouse Mountain Water Co.,	242.66
52 - Indlow & Squier	57.32
53 - E. B. Leonard	.96
54 - Link Belt Co.,	9962.25

## Accounte Payable Oct. 3let, 1911 (Cont.)

1.51	Brought Forward		9962.25
56 - Lawnhe & Co.  51.65  58 - Miller & Co.  58 - Mirphy Tarch Co.  58 - Mirphy Tarch Co.  58 - Mirphy Tarch Co.  59 - Mirphy Tarch Co.  50 - The Milton Mfg. Co.  51 - Co.  52 - Co.  53 - Moore & Co.  53 - Moore & Co.  53 - Moore & Co.  54 - Co.  55 - Mewrick Carmeportation Co.  56 - Mew Jercey Toilst Supply Co.  56 - Mew Jercey Toilst Supply Co.  56 - Mew Jercey Toilst Supply Co.  57 - Public Service Statutic Co.  58 - Miller Service Gas Co.  57 - Public Service Statutic Co.  58 - Miller Service Gas Co.  59 - Miller Service Gas Co.  50 - Miller Service Gas Co.  51 - Miller Service Gas Co.  52 - Miller Service Gas Co.  53 - Miller Service Gas Co.  54 - Miller Service Gas Co.  54 - Miller Service Gas Co.  55 - Miller Service Gas Co.  56 - Merchand Rubber Co.  57 - Miller Service Gas Co.  58 - Miller Service Gas Co.  59 - Miller Service Gas Co.  50 - Miller Service Gas Co.  50 - Miller Service Gas Co.  5	Ţ.		11.31
### ### ### ### ### ### ### ### ### ##			.25
Second   S			81.21
569 - Chas. E. Millor 60 - The Milton Micro 61 - The Milton Micro 62 - The Milton Micro 63 - Hemrit Glass Co., 63 - Hemrit Glass Co., 64 - Hew York Transportation Co., 65 - Hew Jorder Stephylor 65 - Hew Jorder Stephylor 65 - Hew Jorder Stephylor 66 - Hew Jorder Stephylor 67 - White Stephylor 68 - Milton Stephylor 68 - Milton Stephylor 69 - Fublic Stephylor 69 - Fublic Stephylor 60 - Milton Ste	67 - Miller & Co.		
58 - Chast attentiff. Co., 58 - T. O. Moore & Co., 50 - The M. Miller Co., 52 - Newrit Glass Co., 53 - Newrit Glass Co., 53 - Newrit Glass Co., 54 - New York Transportation Co., 55 - Newrit Glass Co., 56 - New Work Transportation Co., 56 - New Work Transportation Co., 56 - New Work Transportation Co., 57 - Public Service Electric Co., 58 - Co., 58 - Co., 57 - Public Service Electric Co., 58 - Co., 59 - Co., 50 -	58 - Murphy varnian co.		1.40
600 - The M. Middle Co	59 - Chas. E. Miller		
10. 1	60 - The Milton Mrg. Co.,		
\$6. 2. 0. Moore a.00  \$7. 180	61 - E. M. Miller Co.,		
10.80   10.8	62 - T. C. Moore & Co.,		
46 - Rew York transport taught to	63 - Newark Glass Co		
66 - New Jercey Tollet Supply Co	64 - New York Transportation Co.,		
66 - Pennsylvania Ralirond Co., 7 - Public Service Late Vice Co., 855.05 86 - Public Service Gas Co., 86 - Public Service Gas Co., 87 - Public Service Gas Co., 87 - Public Service Gas Co., 87 - Period Mamufacturing Co., 88 - Period Service Co., 89 - Period Service Co., 80 - Period Co., 80 - Period Co., 81 - Service March Co., 82 - Switchart Circ Co., 83 - Switchart Circ & Rubber Co., 84 - Period March Co., 85 - Period March Co., 86 - Period March Co., 87 - Period March Co., 88 - Period March Co., 89 - Period March Co., 80 - Period March Co., 80 - Period March Co., 80 - Period March Co., 81 - Period March Co., 82 - Period March Co., 83 - Period March Co., 84 - Period March Co., 85 - Period March Co., 86 - Period March Co., 86 - Period March Co., 87 - Period March Co., 88 - Period March Co., 89 - Period March Co., 80 - Period March March Co., 81 - Period March March Co., 82 - Period March March Co., 83 - Period March March Co., 84 - Period March March Co., 85 - Period March March Co., 86 - Period March March Co., 87 - Period March March Co., 87 - Period March March Co., 87 - Period March March Co., 88 - Period March March Co., 89 - Period March March Co., 80 - Period March M	45 - New Jersey Toilet Supply Co.,		
67 - Public Service Electric Co.,  68 - Mathitas Flum	ss - Denneylvania Railroad Co		
66 - Mathias Flum  67 - Public Service Gas Co., 35.00  79 - Parish Maunifacturing Co., 3.70  70 - Parish Maunifacturing Co., 3.70  71 - Parish Maunifacturing Co., 3.70  72 - The Fanteseate Co., 3.70  73 - Frentiee Tool & Supply Co., 3.70  74 - Hising & Horne Gasting Co., 40.18  75 - L. G. Suchle & Co., 40.18  76 - L. G. Suchle & Co., 40.18  77 - Standard Oil Co., 329.91  78 - The Sohwara Wheel Co., 168.32  90 - The Sohwara Wheel Co., 168.32  91 - The Sohwara Wheel Co., 168.32  92 - The Manhart Tire & Rubber Co., 10.78  83 - T. L. Sheppard 10.0  85 - Sherned Rubber Co., 43.99  86 - Thernoid Rubber Co., 43.99  86 - Thernoid Rubber Co., 43.99  87 - United States Express Co., 2.28  88 - Thernoid Rubber Co., 16.49  89 - The Weeder Mig. Co., 76.49  90 - The Veeder Mig. Co., 76.49  91 - O. T. Vogedor & Son 10.00  92 - Vanish Brown Co., 32.99  94 - Weeder Mig. Co., 32.00  95 - Weetern Union Telegraph Co., 32.00  96 - Weetern Union Telegraph Co., 32.70  96 - The W. B. Wood Co., 14.845.05  Less Debit Balances  10 - The Tabuid Conlandar., 10.70  10 - The Tabuid Conlandar., 10.70  10 - The W. B. Wood Co., 14.845.05	67 - Public Service Electric Co		
69 - Public Service Gas Oc	co - Mothing Plum		
70 - W. Peterson 71 - Parish Mamufaoturing Co., 72 - The Funtessets Co., 73 - Parish Mamufaoturing Co., 74 - The Funtessets Co., 75 - Hivereide Steel Casting Co., 76 - E. G. Rushle & Co., 77 - Standard Oll Co., 78 - The Steel Casting Co., 78 - The Schwarz Ruce Co., 79 - The Schwarz Ruce Co., 79 - The Schwarz Ruce Co., 70 - Steel Co., 70 - Steel Co., 70 - Steel Co., 70 - Steel Mig. Co., 70 - Steel Mig. Co., 71 - Steel Mig. Co., 72 - Swinshart Tire & Rubber Co., 73 - Th. Schwarz Ruce Co., 74 - Steel Mig. Co., 75 - Swinshart Tire & Rubber Co., 76 - Tower Mig. & Howelly Co., 77 - Steel Co., 78 - The Schwarz Ruce Co., 78 - The Steel Co., 79 - The Steel Co., 70 - The Steel Co., 70 - The Steel Co., 70 - The Steel Co., 71 - The Steel Co., 72 - The Steel Co., 73 - The Steel Co., 74 - The Steel Co., 75 - The Steel Co., 75 - The Steel Co., 76 - Tower Mig. & Howelly Co., 77 - The Steel Co., 78 - The Steel Co., 79 - The Steel Co., 79 - The Steel Co., 70 - The W. B. Wood Co., 71 - The Steel Co., 70 - The W. B. Wood Co., 71 - The Steel Co., 70 - The Steel Co., 71 - The Steel Co., 72 - The Steel Co., 74 - The Steel Co., 75 - The Steel Co., 75 - The Steel Co., 76 - The Steel Co., 77 - The Steel Co., 77 - The Steel Co., 78 - The Steel Co., 79 - The Steel Co., 70 - The Steel Co., 70 - The Steel Co., 71 - The Steel Co., 72 - The Steel Co., 73 - The Steel Co., 74 - The Steel Co., 75 - The Steel Co., 76 - The St	co Dublio Service Ges Co.		
71 - Farish Mamufacturing Oo. 72 - The Fantseact Oo. 73 - The Fantseact Oo. 74 - The Fantseact Oo. 75 - The Tantseact Oo. 76 - The Tantseact Oo. 76 - The Tantseact Oo. 77 - Standard Oll Oo. 78 - The Solwall & Co. 79 - The Solwall & Co. 70 - The Solwall & Co. 71 - Standard Oll Oo. 71 - Standard Oll Oo. 72 - The Solwall & Pook Oo. 73 - The Solwall & Pook Oo. 74 - The Solwall & Pook Oo. 75 - The Solwall & Pook Oo. 76 - The Solwall & Pook Oo. 77 - Standard Oll Oo. 78 - Santheart Kire & Rubber Co. 79 - This Only of the Solwall & The Solwall & Co. 70 - This Only of the Solwall & The Solwall & Co. 70 - This Only of the Solwall & Co. 71 - This Only of the Solwall & Co. 72 - This Only of the Solwall & Co. 73 - This Only of the Solwall & Co. 74 - This Only of the Solwall & Co. 75 - The Solwall & Solwall & Co. 76 - This Only of the Solwall & Co. 77 - This Only of the Solwall & Co. 78 - This Only of the Solwall & Co. 79 - This Only of the Solwall & Co. 79 - The Weater Mig Co. 70 - The Weater Mig Co. 71 - The Tantsea & Son 72 - The Weater Mig Co. 74 - The This Only of	09 - Fublic Service cas co.,		
72 - The Partesote Co.,	70 - W. Peterson		876.57
73 Frenties fool & Supply Co.,  4 Rising & Thorne Co.,  8 Riverside Steel Casting Co.,  9 Riverside Steel Casting Co.,  8 Riverside Steel Casting Co.,  9 Riverside Steel Casting Co.,  16 Riverside Steel Co.,  17 Riverside Steel Co.,  18 Seel Steel Steel Co.,  18 Riverside Steel Casting Co.,  18 Riverside Casting Co.,  1	71 - Parien Manutabeur ing co.,		27.00
74 Heing & Thorne 75 Hivered Steel asting Co., 840.18 76 Hivered Steel asting Co., 96.18 77 His Co., 97 Heing Steel Co., 97 He Solwark Ruel Co., 98 Heing Steel Co., 99 Heing Steel Co., 99 Heing Steel Co., 90 Heing Steel Co., 91 Heing Steel Co., 91 Heing Steel Co., 91 Heing Steel Co., 92 Heing Steel Co., 93 Heing Steel Co., 94 Heing Steel Co., 95 Heing Steel Co., 96 Heing Steel Co., 97 Heing Steel Co., 98 Heing Steel Co., 98 Heing Steel Co., 99 Heing Steel Co., 90 Heing Steel Co., 91 Heing Steel Co., 91 Heing Steel Co., 92 Heing Steel Co., 93 Heing Steel Co., 94 Heing Steel Co., 95 Heing Steel Co., 96 Heing Steel Co., 97 Heing Steel Co., 98 Heing Steel Co., 98 Heing Steel Co., 99 Heing Steel Co., 99 Heing Steel Co., 90 Heing Steel Co., 90 Heing Steel Co., 91 Heing Steel Co., 91 Heing Steel Co., 92 Heing Steel Co., 91 Heing Steel Co., 92 Heing Steel Co., 94 Heing Steel Co., 96 Heing Steel Co., 97 Heing Steel Co., 97 Heing Steel Co., 98 Heing Steel Co., 98 Heing Steel Co., 98 Heing Steel Co., 98 Heing Steel Co., 99 Heing Steel Co., 99 Heing Steel Co., 90 Heing Steel Co., 91 Heing Steel Co., 92 Heing Steel Co., 92 Heing Steel Co., 94 Heing Steel Co., 95 Heing Steel Co., 96 Heing Steel Co., 97 Heing Steel Co., 97 Heing Steel Co., 98 Heing Steel Co., 9	72 - The Pantesots UC.,		3.00
74 - Heing & Thorne Got, 75 - 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	73 - Prentiee Tool & Supply Co.,		-65
75 - Rivereda Stel Oastrig Co., 76 - Rivereda Stel Oastrig Co., 8 - 78 - 78 - Rivelia & Co., 8 - 78 - 78 - Rivelia & Co., 8 - 78 - 78 - Rivelia & Co., 8 - 78 - 78 - Rivelia & R	74 - Rieing & Thorne		948.57
77 E. G. Hundle & CO.	75 - Rivereide Steel Casting Co.,		
77 - Standard Oll Cos.   329-91   78 - The Solumar Received   168-93   79 - The Solumar Received   168-93   80 - Strieby & Poote Co.   14.50   81 - Searles Mfg. Co.   14.50   82 - Swinshart Tire & Rubber Co.   16.02   83 - T. L. Sheppard   16.02   84 - Tinkon-Petroler Co.   43.89   85 - Tinkon-Petroler Co.   43.89   86 - Tower Mfg. & Hovelty Co.   1.25   87 - United States Express Co.   1.25   88 - Universal Caster & Foundry Co.   1.64   89 - Universal Caster & Foundry Co.   16.48   91 - Co.   10.25   92 - Venino Bros.   00.   10.32   92 - Venino Bros.   00.   10.35   93 - Mittney Manufacturing Co.   336-95   94 - E. A. Williame & Son   10.35   95 - Western Union Talgerph Co.   23.70   96 - The W. B. Wood Co.   14.248   1688 Debit Balances   75.00   97 - David Conlan St.   1.77   76.17	76 - E. G. Ruehle & Co.,		
769 - The Solumin and Paole Co., 164.90 50 - Stribuy & Foote Co., 144.90 81 - Searles Mfg. Co., 164.90 82 - Surhebart Tire & Rubber Co., 167.82 83 - T. L. Sheppart 160., 167.82 83 - T. L. Sheppart 160., 167.82 85 - Thermod Rubber Co., 43.99 86 - Thermod Rubber Co., 5.00 86 - Tower Mfg. & Novelty Co., 5.00 87 - United States Express Co., 2.28 89 - Universal Control of Cont	77 - Standard Oil Co.,		
79 - The Scoville & Peck Co	78 - The Sohwarz Wheel Co		
80 - Strieby & Foote Co.,  1 - Searles Hig. Co.,  2 - Swinshart Tire & Rubber Co.,  2 - Swinshart Tire & Rubber Co.,  3 - Swinshart Tire & Rubber Co.,  43 - Swinshart Tire & Rubber Co.,  44 - Tisken-Detroit Arle Co.,  45 - Swinshart Tire & Rubber Co.,  45 - Swinshart Tire & Rubber Co.,  46 - Tower Mig. & Browliv Go.,  47 - Swinshart Tire Co.,  48 - Universal Tire Co.,  48 - Universal Tire Co.,  49 - Universal Tire Co.,  40 - Swinshart Tire Co.,  40 - Swinshart Tire Co.,  40 - Wenthous Tire Tire Co.,  40 - Wenthous Tire Co.,  41 - Wenthous Tire Co.,  41 - Wenthous Tire Co.,  41 - Wenthous Tire Co.,  42 - Wenthous Tire Co.,  43 - Wenthous Tire Co.,  44 - Wenthous Tire Co.,  45 - Wenthous Tire Co.,  47 - Wenthous Tire Co.,  47 - Wenthous Tire Co.,  48 - Wenthous Tire Co.,  48 - Wenthous Tire Co.,  49 - Wenthous Tire Co.,  49 - Wenthous Tire Co.,  40 - Wenthous Tire Co.,  41 - Wenthous Tire Co.,  42 - Wenthous Tire Co.,  43 - Wenthous Tire Co.,  44 - Wenthous Tire Co.,  45 - Wenthous Tire Co.,  46 - Wenthous Tire Co.,  47 - Wenthous Tire Co.,  48 - Wenthous Tire Co.,  49 - Wenthous Tire Co.,  40 - Wenthous Tire Co.,  41 - Wenthous Tire Co.,  41 - Wenthous Tire Co.,  42 - Wenthous Tire Co.,  43 - Wenthous Tire Co.,  44 - Wenthous Tire Co.,  45 - Wenthous Tire Co.,  46 - Wenthous Tire Co.,  47 - Wenthous Tire Co.,  47 - Wenthous Tire Co.,  47 - Wenthous T	70 - The Scoville & Peck Co		
Searles Mfg. Co.   104.82	80 - Strieby & Foote Co.,		
82 - swinshart fire & Rubber Co.,	n - Secries Mfg. Co		
83 - W. L. Sheppard 84 - Tinken-Detroit Azle Co., 43.88 85 - Thornoit Azle Co., 43.89 86 - Thornoit Azle Co., 3.00 87 - Thornoit Azle Co., 3.00 88 - Thornoit Azle Co., 1.28 89 - Unidary Co., 1.28 89 - Unidary Co., 1.28 90 - The Veeder Mig. Co., 75.49 90 - The Veeder Mig. Co., 1.29 91 - O. T. Yogelor & Son 1.02 92 - Venino Bros. Co., 325.95 93 - Whitney Manufacturing Co., 181.69 94 - E. A. Williase & Son 1.12 95 - The Co., 1.28 96 - The Co., 1.28 1.28 1.28 1.28 1.28 1.28 1.28 1.28	02 - Swinehart Tire & Rubber Co		
84 - Tinkon-Detroit Arle Co	83 - W. L. Shennard		
56 - Thormodd Rubber Cot.   43.00   56 - Thormodd Rubber Cot.   1.25   57 - United States Express Cot.   1.25   58 - United States Express Cot.   1.25   59 - United States Express Cot.   1.25   50 - United States Express Cot.   1.25   51 - Ot. Twogelor & Son   1.25   51 - Ot. Twogelor & Son   1.25   52 - Venino Bros.   00.   36.5   53 - Whitney Manufacturing Cot.   36.5   54 - E. A. Williams & Son   3.58   55 - Western Union Takegraph Cot.   23.70   56 - The W. B. Wood Cot.   14.248.05   57 - David Conlands.   1.75   58 - Thormode Cot.   1.75   59 - Thormode Cot.   1.75   50 - Thor	04 - Timben-Detroit Axle Co		
86 - Tower Mfg. & Hovelty Oc	os - Marmoid Pubber Co.		
87 - United States Express Co 2.28 88 - Undawrood Typewriter Co 16.48 89 - Universal Caster & Foundry Co 16.49 91 - O. T. Yoggelor & Son 10.38 92 - Venino Broe. Co 356.69 93 - Witteny Manufacturing Co 356.69 94 - E. A. Williams & Son 10.69 95 - Western Union 324.67 96 - The W. B. Wood Co., 23.70 96 - The W. B. Wood Co., 14.248.05  Less Debit Balances 75.00 97 - David Conlan St., 1.17 76.17	or - Memora Mfg. & Novelty Co.		
86 - Underwood Typewriter Co	on United States Provess Co.		
59 - Universal Caster & Foundry Oo.   10.50   90 - The Vender MEG. Co.   10.50   91 - The Vender MEG.   10.50   91 - The Vender A Son   10.60   92 - Thingy Manufacturing Co.   336.69   93 - Thingy Manufacturing Co.   151.69   94 - E. A. Williams & Son   151.69   95 - Western Union Talegraph Co.   23.70   95 - The W. B. Wood Co.   14.248.00   10	87 - United States Express Co.		2.25
90 - The Veedor Mig. Co., 10.32 91 - O. f. Yogelor & 10.32 92 - Venino Broo. Co., 326.95 93 - Whitney Manufacturing Co., 161.59 94 - E. A. Williams on 161.59 95 - Heeven Thin Core & 2.70 96 - The W. B. Yood Co., 14.248.05  Less Debit Balances 75.00 97 - David Conlan Jr., 1.77 76.17	88 - Underwood Typewriter Co.		16.48
91 - 0. T. Vogelor & Son 10.00 92 - Venino Bros. 0.0	89 - Universat caseer a rounary cor.		75.49
91 - Urnino Beart & July 10,00 93 - Whitney Manufacturing Co., 336.93 94 - E. A. Williams & Son 151.59 95 - Western Union Talegraph Co., 23.70 96 - The W. B. Wood Co., 14,248.00  Less Debit Balances 97 - David Conlan Jr., 75.00 97 - David Conlan Jr., 75.17	90 - The veeder mig. co.,		10.32
93 - Whitney Manufacturing Co., 151.59 94 - E. A. Williams & Son 151.59 96 - Western Union Telegraph Co., 23.70 96 - The W. B. Wood Co., 14.245.05  Less Debit Balances 75.00 97 - David Conlan 31., 1.17 76.17	91 - O. T. Vogeter & Son		
93 - Whitney maintains and cor. 161.69 94 - E. A. Williams & Son 3.38 95 - Western Union Telegraph Co., 23.70 96 - The W. B. Wood Co., 14.248.05  Less Debit Balances 75.00 97 - David Conlan 31., 1.17 76.17	92 - Venino Broe. Uo.,		336.95
94 - E. A. Williams & Son	93 - Whitney Manufacturing Co.,		
96 - Western union relegrant co., 23.70 96 - The W. B. Wood Co., 14,248.06  Less Debit Balances 75.00 97 - David Conlan 35., 1.17 76.17	94 - E. A. Williame & Son		
96 - The W. B. Wood Co., 14,248.05  Less Debit Balances 97 - David Conlan Jr., 1.17 76.17	95 - Weetern Union Telegraph Co.,		
Less Debit Balances 75.00 97 - David Conlan Jr., 1.17 76.17	96 - The W. B. Wood Co.,		
97 - David Conlan Jr., 75.00			14,640.00
97 - David Conlan Jr., 75.00	Less Debit Balances		
	97 - David Conlan Jr.		
14,171.88	98 - Thos. A. Sanford	1.17	76.17
			14,171.88

### SCHEDULE II.

### ACCOUNTS RECEIVABLE

#### of THE LANSDEN COMPANY

## as of OCTOBER 31st, 1911.

				Paid Prior to 1-1-12	Unpaid on 1-1-12	
3	_	Abraham & Straus	57.70	57.70		
		Adams Express Co., New York City		34.20		
ã	_	Adams Vehicle Co., New Haven	74.70		17.20	
4	_	Adams Vehicle Co., Washington			7.25	
š	_	The Arlington Co.,	30.25 81.85	81.85		
ĕ	_	Adams Vehicle Co., Philadelphia	102.90	102.90		
7	_	Atlantic Ice & Coal Corporation	42.59	1.00	41.59	
Ŕ	_	The American Meter Co	11.55	11.55		
9	-	Aome Electric Garage	52.25		52.25	
ıŏ.	_	Bellevue & Allied Hospitals	297.99		297.99	
11	-	H. W. Boettger Silk Fin. Co.		131.90		
12	_	Bayonne Hospital	.83	.83		
173	_	7 Roin	36.68	36.68		
14	_	Control Stomping Co	174 O2		174.02	
16	_	Commercial Vehicle Co., Commonwealth Edison Co., Carew Manufacturing Co., Canadian Vehicles Limited Hotel Chamberlin	10.20		10.20	
16	_	Commonwealth Edison Co	75.73	75.73		
17	_	Carew Manufacturing Co	5.36	5.36		
18	_	Canadian Vehicles Limited	61.50	61.50		
19	_	Hotel Chamberlin	9.13	9.13		
0S	_	The Albert Dickinson Co	10.53	10.53		
21	_	The Albert Dickinson Co., Frank L. Dyer	2875.73		2875.73	
22		D. L. & W. R. R. Co	25.84	25.84		
23	-	Edison Chemical Works	409.30	250.58	158.72	
24	-	Edison Phonograph Works	259.45	259.45		
35	-	Frank L. Dyer D. L. & W. R. R. Co., Edison Chemical Works Edison Phonograph Works Edison Storage Battery Co., Thomas A. Edison	218.11	5.81	212.30	
26	-	Thomas A. Edison	198.54 .40		198.54	
27	-	Electric Maintenance & Repair Co. Empire State Dairy Co., George Ehret	-40	.40		
88	-	Empire State Dairy Co.,	35.15 3705.06	35.15		
89	-	George Ehret	3705.06	3705.06		
				15.36		
31	-	Electric Wagon Co.,	277.00		277.00	
32	-	Edison Storage Battery Garage Co.	47.29	21.64	25.65	
33	-	Electric Vehicle Co.,	13.00		10.00	
34	-	Forbes & Wallace	202.00	192.00	7950.00	
35	-	Norbes & Wellace Cimbel Bros. Robert Gair Company Clobe Storage & Carpet Clng. Co. Green Car Sight Seeing Co., James A. Hearn & Son A. G. Hyde & Sons Jersey Bisoutt Co., J. R. Kinesy	7950.00	35.51	7950.00	
36	-	Robert Gair Company	35.51	30.01	93.94	
37	-	Globe Storage & Carpet Clng. Co.	93.94		3.60	
38	-	Green Car Sight Seeing Co.,	3.60	104 90	335.80	
39	-	James A. Hearn & Son	460.00	124.00	6.73	
40	-	A. G. Hyde & Sons	6.73 17.70 205.49		17.70	
41	-	The Highes Company	17.70		205.49	
42	-	Jersey Bisouit Co.,	205.49	2.50	NO0140	
43	-	J. K. Kinsey	2.50 6.04			
44	-	V. MacLon	0.04	20.00		
45	-	U. J. Lange			4.00	
46	-	J. R. Kinsey A. Luchow O. J. Lange R. H. Macy & Co.,	0 700 60	5413.90	18.975.70	
			0,007.00	0.110.00		

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1 4 3

Brought Forward	18,389.60	5413.90	12,975.70
47 - Manhattan Electrical Cupply Co.	7.72	7.72	
48 - Multnomah Lumber & Box Co.,	30.55	23.50	7.05
49 - Merchants Transfer & Storage Co.		24.50	2,069.45
50 - Jacob Metsger Co.,	2.725.00	2725.00	
51 - F. J. Newcomb Mfg. Co.,	7.00		7.00
52 - Hew York Telephone Co.	31.01	13.50	17.51
53 - New York Transportation Co.,	17.13		17.13
54 - New York Dook Co	560.00	560.00	
55 - New York Hospital	91.21		
56 - Eugene B. Nice	4.06	4.06	
57 - Horthweetern Supply Co.,	2.835.00		2,835.00
58 - Olympia Brewing Co.	20.00		20.00
59 - D. Pender Grocery Co	1.326.11	1326.11	
60 - Rochester Ry. & Light Co	54.22	54.22	
61 - Steinway & Sons	160.52	160.52	
62 - Sauqueit Silk Mfg. Co.,	13.80	13.80	
63 - Thompson & Norrie Oo.,	2.20	2.20	
64 - United States Exprese Co.,	7.02	7.02	
65 - Virginia Ry. & Power Co.,	1.10	1.10	
66 - Welle-Farge & Co. Express	137.31	137.31	
67 - Western Electric Co.,	9.49	9.49	
68 - Winchester Repeating Arms Co.,	2.47	2.47	4
	28,526.47	10577.63	17,948.84
Lese Credit Balancee			
69 - Anderson Electric Car Co.,		6.50.	42.13
70 - Neeter Electric Vehicle Co			

(ENU.76)

Harristown, N.J.

Draw chech

There has been handly and that

- rather march

report this is as follows. Our cur has gone day it is guilted by mild and and will be found that faith hand June. In making ing "said for found that found June. In making ing "said" found for gumen followed, I require not have them to found found the said when the found found to found the said the said of 
over fifty dollars a month for four to fine months on the other hand, 9 came purchase a first class

fresh cow for septy dollars - This means a saving of our a hundred on a fifty dollars and you still have the cow. again, I will use around thee to five dozen eggs which the queter part quill have to purchase enchang as 9 havent enough heres this year to do much in tulping me out. These two items where to the feed for the laying stock, cows, oil for broaders, incubaters and the cages for they young stuck after eight weeks old and many other details will set up wanderable more cash outling than I have in fact, I have figured very close and during the next four months my absolute effectitue, ince not be less than set duclais a day, I would frefer this amount sail week instead of in bulk as I am then assured of abulute necessation and futhismore get break food each week. which is the best mithed. I begune that I shall need a cage for the youngstus not sees than 150 x75 which will not me back 4700 for the wee alone. 9 got the ports on the property and of course do my own labor.

This is absolutely the final request for assentines as mything abe is in shape, the birds are all well, the wops at all ready, and a feel that emptting is going to turn with afterwholey,

my output to purticular sold before a simple of you sound.

Build must this us your deman, is purtiquely to me could of
words to give my extreme time to get outs must remain
would the give my extreme time to work others from the
build shatth and and being to worn to provide about from the

your loving son

---Harry Miller -5/22/13

(JE 44 4)

Jamy Say 19K weards got into my.

[ S19/ 1913 ?]

pheasants the other night and billed well the amherats, ten English, all the Hungarian partridges, all the grouse and quail and come down near putting the game business on the lum.

But two night, I sail up and

managal to tall two wears and distroyed a nest of young. Have lights all around the cages at night, several durys and many traps and 9 doubt of a will again be troubled by the blood thisty murderers. Have over two hundred theasant eggs under hears now and while the loss is very hard on me, 9 well be able to raine a lug bunch of linds yet as 9 still have 39 hurds lept. 29 were belled. Regarding the extra fifteen dollars

you are allowing me, will you not continue same until the siacon is over as 9 am under heavy expense and would like to purchase eggs of the vanities, 9 lost and as there are expensive and the freed bills are increasing the extra amount is more than necessary to beef above water. within five weeks 9 shall have nearly a thousand young theas anto Bantamo ete to take care of let alone the fact that 9 am futting in a large com and out field as well as many other crops perturning to the beamers. all this costs a lot are everything has to be hired having no horaes to do the work. If everything frans out o.k. this summer, 9 will be fully prepared for another year. another serious problem with me to the fencing that will be required and all this has to be punchased and put up not later than august and returns do not begin to come in until the season opens in november.

Thurpone. you see, I have real need of celle the money I can get had of and I trust you will continue same until I can get along without it. I hosomally that time would be never but when I can get along without it. I when I can get along without it. I will be howest with you and tell you.

william

Sunday.

JE.W. 76]

dum Loan Father -: OK TIM-Regarding the extra fetien

CS++ 1914?]

would cash you to send it this week for the last time as 9 can keep above water by selling stock and froduce until our crops are off. I have taken this place for three years longer and am making preferations to go ahead on a large scale next year. This year was rather dissisterous due to eye and thurt trouble but this was caused by the paint stock and not due to the locality, you can name the locality you can name tell when your furchase critarde but when you raine your own binds you can pick the best for breeders and more confident regarding results. Padeard is putting a new roof on the entire house which will make it more liveble as it round in every

room before:

Blanche's young sestin

is to be married the letter part of next month out our forme here and of course this will he make more expense to me but we are typing to make the cost oo letter cost of condition of the cost of letter of the married. I don't support social home heard from marrier? My jour home heard from marrier? My and to write the heard from heard with ago and to change the wide ago and the cutamety looks fieres, fine mode two about all cutamety looks fieres, fine mode two about all cutamety looks fieres, fine mode took from fulling one can do us to beach the randents. Copy from the force on some of the hills, beach up you in the face on some of the found ake heard to look over home to several out found. Beaver hahi gotter into some up and are my build as a a and took or a am

and you will be interested in them.

Infortation of game binds has stoffed and emfortation of game binds has stoffed and important and others and beginning to gave also imported beard blead binds and from these fundance prices will be shy-high. One there fundance, thousand and armany alone for country and supported and armany alone lost country and some and comment from commany and supplement as some and comment from the start white a supplement as published Afortation of assume that I rance has published Afortation of any field whatever it will be up to the american any fleel whatever it will be up to the american fundance to till orders and we can make our own fundance this game and the farm made a rank public this game and the fitter would my but they work get them at the frice they well got them at the frice they well got them.

Thursday

Culte Štetoros. Stitsui, N.Y.

MHTSWH&CO LAMBD. (Mitsui Bussan Káisha, Ltd.)

Fliphene 10010 Madisen Square

YOKOHAMA YOKOSUKA KOBE OSAKA NAGASAKI MOJI NAGOYA KUCHINOTZU

TSURUGA

MITKE
WAKAMATSU
KARATSU
KURE
KISHIMA
SASEBO
MAIZURU
HURORAN
AWOMORI
MIYAKO
SUNAGAWA

OTARU SAPPORO TAIPEH TAIRAH CAHTOH HONG KONG SHANGHAI REWCHWARG CHOSHUN HARBIN VLAOIVOSTOK DALNY
TIELING
TIENTSIN CHEMULPO
CHEFGO ANTONKEN
SWATOW BANGKON
AMOY BANGCON
TOOCHOW SURABAIA
PENING
SYDHEY
GIRIN

DEH LONGON
L HAMBURG
ULPO
LYON
MEH PETROGRAD
GALLAS
GOK SAMFRANCISCO
ON PORTLAND
ADALA
TITA
SOMBAY
EY SINGAPORE

25 Mudison/Avenue;

New York, February 26, 19/6.

Thos. A. Edison, Esq., Orange, N. J.

Pear Sir:

We wish to thank you for the letter you have kindly written this day to the Chairman of the Russian Government Committee in regard to the delivery of aeroplanes by the Sloane Manufacturing Co. under the provisional contract which has been executed.

We regard this letter as an accommodation to us, and wish to say that we will indemnify you if you should experience any trouble or loss in connection therewith.

Very truly yours,

Shingo Taxaki

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Die St.	11404
of the Olaane Co and ordier the	<b>u</b>
of the Engines are received pro	ampley
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in seven mouths in fact Illu	
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To Hen Excellen, General H. Sapozinikoff Chairman of the Russian Givernment Commette (Jungak) Regarding the provision order given by General Hearmonius to the Storm manufacturing Co. J. take pleasure is slaying that I will be gled to lead them my assistance and the assistance of my organization to successfully Calmy out the Contract with John & Sloam my own law who is president of the Company with the preparation they have made

low as assemble him lang, for the Theore maleurile, and for them Theore they are in a position to execute this order on time to articipate their deliveries to a longe extent,

himself and deliver there are offere as time and furbayon to a long extent.

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and ability to allow the facilities on the fact of the typotto bindsen

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Sloance Manufacturing Co and believe	
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. - Olttling day finds imprepared owing to the hardy development of my Jinausial negotiations in To the mich Both, & This tries I am up against it good fair \* can only save mysuf row complete break down by Kinding some one who win loan me \$ 500. - with that I can weather The storm metil my company Slaw Matiero Now I am duply appareintion of an you have done for me and I how dought in every thinkable way to avoid coming & you. but in Vain To I am compelled once mon to appear Dyn and as I am I Days in defauce my thine of grace is as an end This Trim is means the areasing up of my domestic arrangements as

an without The money to pay my back mouth rent + house account, Of course you Know I have a rick Son in law, but that door is closed I would drop out a disappear Miche Them submit to the humiliation that moves he Entailed by an appeal to him . Moreover im Johnson has not The remotech Suspicion of my wornies - I think you Timou what my portion would be in the event of a dis slaver How ald man please see me though this Critical moment and I am Confident my transle win ter ave Insure wine the here about the Ira and I am going to get his assisting in putting my thank in order for the Juture hur between now and their trim there is tragedy for this and Cany ... sam me fram are this? I am in good health, but These lash few days of worry are playing the deal with my Sleep a that means a break down I wish you cauce su for yoursey Man what I am doing is not without complete justification Your faithful Gastlohnano

GREENFIELD PAPER BOTTLE CO.

NEW YORK. Quely 10/16.

Cairon Canad de day to the gran have beauth fruitions Covering the functions of good purposes fruitions covering to the practical Country which puts the one of the modern for the many course from though a supplied one the many course from the modern fruition much the mich midnety familian mich the Mich modern from the hold they health yet a from on the Mich them Canin to the did make good to the Canin to the Mich and the min and the search from the did manter thank of Meanter thank of Meanter thank of Meanter the form the generality of the fact of the generality of the seathfully the

7	Orange, N. J., Jula	2 7 1 1916
Received from	Thomas A. Edison	i iii
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\$ 500 00	Cawa N. Sohn	sou
com 1070		

### BLOOMFIELD AND BELLEVILLE REAL ESTATE

Value as basis for rental charge to Edison Chemical Works Division of Edison Storage Battery Company for space occupied by them,

taken as of October 20, 1916.

Purchases and Improvements				
July 1, 1889	Mary G. Davis prop	erty	\$ 5,250.00	
11	Michael Daly "		1,500.00	
*	Mullane "		500.00	
	Kent "		6,500.00	
Aug. 31, 1889	Executor of Charle	s Farrand property	5,000.00	
Oot. 31, 1889	(5.34 acre	s) "	10,000.00	
Sep t. 1, 1890	Ritscher	. •	7,000.00	
Sep t. 11,1890	Douglas		9,500.00	
Dec. 3, 1890			73.10	
May 31, 1891	Ropes		2,200,00	47,523.10
Dec. 31, 1894	Drainage to proper	·tar ·	3,737.06	
March 31, 1909	9 Curbing and Flagging property 1,455.93			
June 30, 1915	Haloyon Park Drain	1	85.00	
Jan. 31, 1916	and Franklin St	t sewer Belmont Ave. reet. 651.07 erest <u>65.10</u>		5,994,16 53,517,26

#### Sales

March 28, 1900 Breakenridge and Tichenor - 10.41 acres at \$600.00 per acre, corner Belmont and Bloomfield Aves.

6,246,00 \$ 47,271,26

(Value of Licorice property, Land ) ( and Buildings not included in ) ( above.

#### WATNONG TRACTOR COMPANY MORRISTOWN, N. J.

WGOD SAWING

My dear Father:

Provided it makes no difference to you, I would lake you to instruct Harry Miller, to make out our weekly check in my name, in the future. I do all the banking and pay the bills by check and this will eliminate the forwarding of check from place to place in order to be indorsed by my wife and then returned to me Incedently, it will eliminate the embarrasement of having to deposite your wife's check each week and receive the sour faced smile of the teller.

What do you know about POTATOES?. Seed potatoes have gone out of sight and mighty little will be put in by the farmers around here.

Those who can afford it will make a killing next summer but those who do will have to dig down in their packets to the tune of five dollars a busnel for seed and fourty five dollars a ton for the fertilizer, with no potash at that.

As far as I am concerned in the tractor proposition, I have just signed the last contract that I can handle and as there are many more prospects, I will be compelled to use a double shift and work at night with the aid of a headlight furnished by the tractor people.

It seems as though everyone who has an acre or more wants it put down into somthing but I am refusing all jobs under five acres.

I really did not know until the last few weeks, what a big pond I had jumped into with this tractor business. In fact the water is fig-

I am putting in three acres of potatoes on my own property, all that I can afford just now but will put in a late crop from the plow money which I take in the early part of the spring Your loving son. 2/22/17.

william

Autreement made this 9th day of May
between WM E SPENCER Owner of the POWER Yacht
HYANKEE III of about 44 gross tons and 42 net tons,
now lying atCold_Spring_Harbor, Long_Ia,, hereinafter called the "Owner," and
THOMAS A. EDISON., hereinafter called the "Charterer."
iditinesseth:  In consideration of the covenants hereinafter contained, the Owner agrees to let and the Charterer
agrees to hire the said Yacht for use solely as a Yacht, for the period of Three months,
from and including the 13th day of May , 191 7,
to and including the 12th day of August , 191 7 , for the
sum of \$1,800.00 ,, to be paid as follows:
\$.400,00 on the signing of this agreement.
\$400.00 on or before June 12th
\$400.00 " " " July 12th
1. The Owner agrees to deliver the Yacht to the Charterer in good condition as to hall, machinery and rigging, and with her full equipment, including gar, furnishings and other belongings, on the _ASTA_day of
4. The CHARTERER agrees to pay and feed the officers and erew.

per day for each day, or portion thereof, that she may be detained, it being mutually understood and agreed 7. The Charterer agrees to pay for or make good any loss to the Yacht or equipment not recovered or recoverable under the policy of insurance hereinafter provided for, or which may have occurred from any cause other than one arising out of a breach of the conditions set out in paragraph 1 of this agreement,

that the terms hereof shall continue and be binding until such time as she may be re-delivered.

5. The Charterer agrees to pay all other running expenses of the Yacht during the term of charter. 6. The Charterer agrees not to assign this agreement without the consent, in writing, of the Owner, and to re-deliver the Yacht and equipment to the Owner on the expiration hereof at New York Harbor in as good condition as that in which he received her, reasonable wear and tear and such damage as he may not be liable to make good excepted, and free and clear of all indebtedness incurred by him; and should the Charterer not then so re-deliver the Yacht he agrees to pay demurrage to the Owner at the rate of \$13.33

8. The ONNER agrees to insure the Yacht for her full value against Fire, Marine and Collision Risks and to keep her so insured for the term hereof and until she be re-delivered to him; the policy to be retained by the Owner, and loss, if any, to be payable, by its terms, to him. Additional cost of extra hazard insurance and war risk to be paid by "CHARTERER.

- 9. The Captain shall pay the Charterer the same attention as if he were the Owner and take the Yacht where ordered by the Charterer within the limits of navigation specified in the policy of insurance.
- 10. In the event of any accident or damage to the Yacht from any cause for which the Charterer is not reaponsible and rendering her not reasonably fit for use by the Charterer for the purpose of this charter, and of such accident or damage not being made good within 48 hours after mode: thereof to the Cwner, thereafter the charter price shall be abated yor rats for each day after the expiration of said 48 hours until the damage has been made good, provided, however, that in case the Yacht be lost or the said damage be so extensive that the Yacht cannot be or is not repaired within 30 days after said notice, then the charter price shall be abated from the time of and damage and from themeforth this agreement shall escar.
- 11. If any payment he not made on the day appointed or within three days thereafter the Owner may resume possession of the Yacht and terminate this agreement, but without prejudice to his rights in respect of any nrears of the charter money or of any breach by the Charterer of the conditions herein contained.
- 12. In the event of any dispute arising on this agreement the matter to be referred to three arbitrators, one to be chosen by each of the aforesaid parties and the third by the two so chosen, the decision of either two to be considered final, the expenses in connection with such arbitration to be equally divided between Convers and Claraterer.
- 13. It is also agreed that a complete inventory of all the articles forming the equipment of the said Yacht shall be taken and form a part of this agreement.
- 14. It is understood and agreed that any changes made in the boat will be paid for by CHARTEMER and will be removed at his expense and boat returned to OWNER in same condition as when received.

To the true performance of the foregoing agreement, the said parties do hereby bind themselves, their heirs, executors and assigns, each to the other.

Witness:	Ju E Som an
Witness:	Owner.
amsternedy	Show a Charlerer.

# Demorandum of Agreement

for the Charter of

POWER HOUSEBOAT

"YANKEE III"

Between

WM. E. SPEHCER.

and

THOMAS A. EDISON.

WILLIAM GARDNER & CO., YACHT BROKER AND NAVAL ARCHITECT 1 BEOADWAY, NEW YORK

June 15, 1917

Hr J A Serrell. 71 Hurray Street, How York City.

Doar Sir:-

Reply to your note of Juno 7th has be a deleyed account of pressure of other matters.

We would be very glad to have any auggestions which you care to make with reference to Captain Mingaland and I do not anticipate any difficulty in this regard.

I spoke to Mr. Edison regarding the insurance feature and so far as any opporatus which he will have on the best is concerned, he is subtrievely agreeable to coarrying his come, and as you are willing to assue your own risk, I think we can deep the question of insurance.

I as sending horowith a letter signed by ir. Edison giving you his personal quarantes to return in as good condition as we recolve it, ordinary fair, wear and thear which acy coour or components you for any demangs which may coour, also making the arbitrors which you suggest.

It seems to me that your suggestions in the premises are entirely agreeable and proper. I understand that the best is now in good shape for service and appreciate year prompt action.

Youre very truly

THOMAS' A. EDISON. INC.

Goneral Purchasing Agent

June 15, 1917

Mr J A Sorrell. 71 Murray Street. New York City.

Dear Sir:-

In connection with the cont which you have chartered to me in accordance with arrangements made with Mr. A. C. Emery, General Purchasing Agent:

I desire to give you my personal guarantee to return the best "RACHNE" in as good condition as receive it, ordinary fair wear and tear excepted, or failing this, to demonsta you for any disapp which may coour.

I am also agreeable to your suggestions with reference to arbitrors in the event of any discussion; inpuly, ir. d. v. Irwin in the matter of fall and Filtings and ir. Frank J. Hishoook of Bridgoport, Conn. in regard to all mechanical appliances and I am agreeable to their decision on any embjoot being final.

I also desire to express to you personally my approxiation of your liberal attitude with reference to the charter of this beat.

With kindest regards

Yours very truly

JOHN A. SERRELL 71-75 HURRAY STREET HEW YORK CITY Mon Converse addaction the mind of the min

Mr.Thomas A.Edison Laboratory Orange,N.J

Dear Sir:-

Every Treat Severell good fitted with the to a fine (extended)

I have your favor of the 15th.inst. in relation to
"Rampant" and regret necessity of taking exception to third paragraph of Mr. Emery's letter which accompanied yours - While I fully
believe our understanding of agreement is identical, the paragraph
referred to might be construed by others as nullifying the essential
feature of our agreement, which is the second paragraph of your
guarantee in letter of the 15th.inst.

I have not agreed, and am not willing to assume any part of the insurance of the boat while in charge of others, and do not believe it was your intention to have euch assumption written into the record , never the less Mr. Macry's letter might be so construed as to nullify your guarantee in one of fire, collision, or any one of the many misfortunes which might happen to the boat while in your possesion.

I would therefore request that you have the paragraph above referred to promptly recalled.

Respectfully

John a Senel

Ha Dr T A D

LEGAL DEPARTMENT

TELEPHONE 900 ORANGE Codio Address "EDLEGAL" ORANG

DELDS HOLDEN GENERAL COURSE FRED'Y BACHHANN HENRY LANAHAN

THOMAS A. EDISON, INC.
BATES MANUFACTURING CO.
EDISON STORAGE BATTERY CO.
EDISON PORTLAND CEMENT CO.
EDISON PHONOGRAPH WORKS
WISCONSIN CABINET & PANEL CO.

ORANGE, N.J. Juns 21, 1917

Mr. R. W. Kellow, Scoretary,

Edison Personal Interests.

Dsar Sir:-

The attached assignment from Henry Ford to Thomas A. Edison, and the assignments from Gordon Filanaia, William Lincoln, Robert Waisliesle, Henry Kailimai and Tandy Kachu MacKensis to Henry Ford, with reference to phonograph records recorded by the Ford Hawaiian Quintstte, were sent to this department some time ago by Mr. Meadow-croft. These assignments appear to afford Mr. Edison proper protection.

Mr. Meadoworoft advises that these assignments should be placed in Mr. Edison's files. Accordingly I am sonding the same to you for this purpose. Will you kindly acknowledge receipt of the same.

Yours very truly,

WH-JS Encs. William a. Hardy

Penil whiters a to este affecting on accimum by therefore called to accessing his thereby, who says they down need to be connected in type by Mandon. Marthands Days family dates are, no doubt the corner dates.

RW Keeen 6/22/17

KNOW ALL MEN BY THESE PRESENTS, that I, Henry Ford, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations, to me in hand paid by Thomas A. Edison, receipt whereof is hereby acknowledged, do horoby sign and transfer absolutely to the said Thomas A. Edison, his executors, administrators or assigns, all claim or claims, demands and rights in and to all royalties. Commensations or other benefits of every name and nature. past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me from and by reason of the services of Gordon Pilanaia, William Lincoln, Robert Waicleale, Henry Kailimai and Tandy Kachu MacKonzie rendered to me and for my benefit and while in my employ, by singing, playing on various instruments and otherwise, commencing December 1st, 1915, and continuing throughout the period of their employment by me and more particularly, which said claim or claims, domands and rights were transferred and assigned to mo by those cortain assignments executed by the above named Gordon Piignaig, William Lincoln, Robert Waialleale, Henry Kailimsi and Tandy Kachu MacKenzie individually on the twenty-seventh day of January, A. D. 1916, copies of which said assignments are attached hereto and made a part heroof, at the City of Detroit, liiohigan.

It is intended hereby to sell, assign and transfer all of my said rights which I may have acquired on account of said assignments or otherwise in and to phonographic records and reproductions which might have been heretofore or which shall be horeafter made and produced by the above nemed Gordon Piinnaia, William Lincoln, Robert Waialleale, Henry Hailimai and Tandy Kaohu MacKenzie while in my employ, together with any other revalties, compensations or other benefits which might accrue to me from sales,

manufacture and placing upon the market of the same.

And I beroby authorize and empower said Thomas A. Edison, his excoutors, administrators or assign to do and perform all acts, matters and things touching the future said of said records and reproductions therefor and other uses to which said records may be put in like manner to all intents and purposes as I could do.

In witness whoreof I have hereunto set my seal this 30 K

day of January A. D., 1917.

Menry Tords

Signed, sealed and delivered in the presence of:

WP Hallas

KNOW ALL LEN BY THESE PRESENTS, that I, Henry Kailimai, of the Village of Highland Park, Wayne County, Michigan, in consideration of One Pollar and other valuable and sufficient considerations to me in hand paid by Henry Ford. the receipt whereof is hereby acknowledged, do hereby, neeign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without limbility to me for any royalties, compensations or other bonefits whatsoever therefrom; intending hereby to sell, assign and transfer all of my eaid rights in and to east records and reproductions thereof to said Honry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which might otherwise accords to me from calce or other use thereof, both past, present and future.

And I hereby, authorize and exposer said Henry Ford, his executors, administrators or assigns, to do and perform all acts, matters and things touching the future sails of eaid records and reproductions thorses and purposes as I shick said records may be put, in like memor to all intents and purposes as I could do.

In vitnose whereof I have herounto set my sonl this 27th day of January, A. D. 1917.

Signed, Sealed and Delivered

Alludyson .

KNOW ALL MEN BY THESE PRESENTS, that I, Robert Wainleale, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be origing to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without limbility to me for any revalties, compensations or other benefits whatsoever therefrom; intending hereby to sell, assign and transfer all of my said rights in and to eaid records and reproductions thereof to said Henry Ford, his executors, administrators or assigne, together with my joint and several rights to all royalties, compensations or other benefite which might otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and empower said Henry Ford, his executors, edministrators or assigns, to do and perform all acts, matters and things touching the future sale of east records and reproductions thereof and other uses to which enid records may be put, in like manner to all intents and purposes as I

In witness whereof I have hereunte eet my seal this 27th day of January, A. D. 1917. Robert Waialeale.

Signed, Sealed and Delivered

KNOW ALL MEN BY THESE PRESENTS, that I, William Lincoln, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future, which may have horetofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Honry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without limbility to me for any royalties, compensations or other henefits whatsoever therefrom; intending heroby to sell, assign and transfer all of my said rights in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or aesigns, together with my joint and several rights to all royalties, compensations or other benefits which might othorwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and empower anid Henry Ford, his executors, administrators or assigns, to do and perform all acts, matters and things touching the future sale of said records and reproductione thereof and other uses to which said records may be put, in like manner to all intents and purposes as I could do.

In witness whereof I have herounts set my cent this 27 day of January, A. D. 1917.

M. Gan Sinessus

Signed, Sealed and Delivered in the Bracence of:

Illudison M.R. Holles

KNOW ALL MEN BY THESE PRESENTS, that I, Gordon Piinnaia, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable end sufficient conciderations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, to hereby assign and transfer absolutely to said Henry Ford, hic executore, administrators or assigns, all my joint and esveral claim or claimse, demands and rights in and to all royalties, componentions or other benefits of every name and nature, both past, prosent and future, which may have heretofore accrued or which shall at this or any future date os arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administratore or assigns, to menufacture and place upon the market and sell eadd records and reproductions thereof or any of them, without limbility to me for any royalties, compenentions or other benefits whatecever therefrom; intending hereby to sell, assign and transfer all of my said rights in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which might otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and empower enid Henry Ford, his axecutors, administrators or nesigns, to do and perform all note, matters and things touching the future calls of enid records and reproductions thereof and other uses to which enid records may be put, in like manner to all intents and purposes as I could do.

could de.

In witness whereof I have hereunto set my seal this 27th day of January, A. D. 1937.

\*\*Innuary, A. D. 1937.\*\*

Signed, Sealed and Delivered

IX P. Hallow

KNOW ALL MEN BY THESE PRESENTS, that I, Tandy Kachu MacKenzie, of the City of Detroit, Wayne County, Michigen, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby, assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, ell my joint and several claim or claime, demands and rights in and to all royalties, compenestions or other benefite of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of lall phonographic records, by einging, playing on various instruments and otherwise, commencing December 1st, 1916 and continuing during the period of my employment by Henry Ford, hereby authorize and empower eaid Henry Ford, hie executore, siministratore or assigne, to manufacture and place upon the market and cell asid records and reproductions thereof or any of them, without liability to me for any royalties, compensatione or other benefite whatsoever therefrom; intending hereby to sell, assign and transfer all of my said righte in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefite which might otherwise accrue to me from sales or other use thereof, both pest, present and future,

And I hereby muthorize and empower eadd Henry Ford, hie executors, edministrators or ensigns, to do and perform all acts, matters and things touchingthe future eals of eald records and reproductions thereof and other uses to which said records may be put, in like manner to all intents and purposes as I would do.

In witness whereof I have hereunto set my seal this 29th day of fanuary, A. D. 1917.

Javey Kache MacKengie

igned, Semled and Delivered

Hunduson D. P. Jacos

September 19, 1917.

Mr. George M. LaMonte, Commissioner,

Dept. of Banking & Insurance,

Trenton, N. J.

Dear Sir:-

we beg herewith to hand you application for the privilege of paying compensation to our employees without insurance, and in connection with this statement, we wish to make the following statements:

SIX YEARS: RECORDS: Since July, 19111, when the present Liability Bill was put into effect, we have carried our own insurance, with the following results:

Year	Total: Pay Roll		Liability Payments	Cost per \$100.
1912 1913 1914 1915 1916	\$478,156.18 564,703.39 454,588.78 111,960.19 423,279.95		\$3,337.10 1,143.03 4,641.68 209.50 1,970.56	\$ .697 .197 1.020 .186 .465
Total:-	\$2,032,688.49	,	\$11,301.87	.558

insurance, we observed:— When we first started carrying our own insurance, we observed \$1.50 per \$100. and subsequently \$1.00 per \$100. and subsequently \$1.00 per \$100. and we have adoumlated a reserve fund in excess of \$15,000.00. after paying all expenses covering claims in connection with accidents which have happened to our employees.

has been in offect, we have been brought into dourt only twice in connection with about 10 to 10

EXCESS INCURANCE: In event that you grant us the privilege of continuing to pay compensation without incurance, we have arranged to take out with one of the large companies, andexcess liability policy, by which as assume the little \$10.00,00.00, of good and every loss, with a total limit to

f \$25,000.00 in any one accident inv lying the injury to any of our employees.

COST OF INSURANCE:— If we are compelled to take out insurance in any of the liability companies, the premiume will be approximately \$15,000,00 por annum, and insemuch as our experience up to date covering the ported of eix years, the cost has been approximately \$2,500.00 per year, we are used a cost record for the part of the year, and there is no reason, as far as we can ess, why we cannot continue to duplicate it in the future.

The machinery in our plant is very large units, our gears and other machinery are well protected, and most of the accidents we have had have occurred in our quarries and railroad varde.

PINAUCAL STATEMENT: A word of explanation as to our financial statement is probably necessary. Then the plant was first built, come soventeen years and, a very large mount of mony was spent in the experimental word of the plant was stated by the plant of the proper part of this money was advanced by Mr. Milon personally, and this has stood on our books for quite a number of years, and interest has been oredicted to the proper part of the money of the property of the propert

CUARAFTE:- In view of our financial etatement our Mr. Thomae A. Edison is willing to guarantee the liability payment of any amounte which may become due to our employees for which our dompany may be liable under the existing liability law for a period of one year from October lat 1917.

Under these conditions, we hope that you will see your way clear to grant us the desired permission to continue our own incurance, as we are moct anxious to eave the additional cost, same as we have during the past wix years.

Should you desire to take the matter up personally - I will be glad to go to Trenton anytime to suft your convenience.

Youre very truly, THE EDISON PORTLAND CEMENT COMPANY.



GERTIFICATE
OF
ORDER GRANTING EXEMPTION
FROM
INSURING LIABILITY FOR COMPENSATIO

# STATE OF NEW JERSEY.

Department of Banking and Insurance.

		TRENTON, N. J.	Octobe	12, 1917
Mhic	Wertifies	That Thomas	a. Ede	ion .
٠.,٠.٠			Orang	201 n.
			Oyowing	//

an employer subject to the provisions of an act of the Legislature of this State, entitled "The Workmen's Compensation Insurance Act," approved March 27, 1917, liaving reasonably satisfied me, in accordance with Article I, Section 3 of said act, as to financial ability to pay compensation, has been this day duly exempted by me from insuring the liability arising out of an act of the Legislature of this State, known as the "Liability Act," approved April 4, 1911, being Chapter 95 of the Laws of New Jersey of the year 1911, until such time as the Commissioner of Banking and Insurance of New Jersey shall revoke this order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Trenton, the day and year first above written.

Commissioner of Banking and Insurance.

Ootober 29th, 1917

Burlay 6658

Mr. A. C. Emery.

Purchasing Service Dept:

Referring to the matter of the Yacht Rampant having been engaged by you from Mr. John A. Serrall, we have a letter from Mr. Edison, in which he states he desires that the Rampant be given up at once. Our agreement was to hold same by the month and the present period would naturally end October 31st.

Mr. Edison has sent Mr. S. C. Shaffner from Washington to Greenport to meet Mr. Kennedy and make the necessary arrangements to greenport to most ar. someout ann made the necessary arrangements for returning the boat. It may be, however, that the boat cannot be returned by Novamber lat, on account of its being at Greenport at the present time and will require some work done to put same in shape for returning.

Inasmuch as you made the agreement for rental will you notify Mr. Serrell, and we would also suggest Mr. Irwin, that the boat is being returned. the earliest possible moment, giving us copy of your letter for our files.

The Yacht Hydranlic is to be kept on for a time longer which is covered in the agreement, and in the event of this boat being given up will endeavor to give you proper notice.

Trusting that you will give this matter prompt attention,

we are

## EDISON BERZOL PLAIR

## WOODWARD. ALABAMA

## ORIGINAL COST OF PLANT. BUILDINGS AND EQUIPMENT

# October 31, 1917

 Patterns and Castings
 4,560,98 ct

 Appearatus Purchased
 25,505,61

 Construction Laterial
 25,504,25 ct

 Labor
 12,449,07 ct

 Supervision
 680,00 ct

 Sundry Expenses
 7,151,86 ct

 475,850,08 ct
 375,850,08 ct

Schedules in support of the above are attached hereto.

## PATTERNS AND CASTINGS

lar. 191	5 Vo.	<b>\$156</b>	John Hewitt Foundry Co. Grey castings for Hirsel Stills		571.72
		157	The Emphor Foundries, Inc. 1 Gray from conting 940% 6 20% 1 " " 1008% 6 20%	25,50 25,20	48.70
	•	163	Norricon Number Occasiny 4 Castings 1 Steam Sable 2 Cream Sable 2 Cream Sable 2 Cream Sable 2 Cream Sable 5 Castings 2 Cream Sable 6 Castings 8 Effect Sable 1 Castings 1 " 1 Steam Sable	2.20 49.23 98.78 96.93 1.36 96.48 2.60 95.40 48.47 47.70 48.15	587 <b>-3</b> 0
Apr. "	•	148	Rewes & Fhillips Iron Works Enchine work on castings		577.19
	n	149	Ingereell Rand Company 24 Rough tray castings 50 Finished Down Comers	948.51 27.50	976•01
Jan. 191	6 "	142	Bessenor Foundry & Linchine Co. Castings, bolts & plugs for 1 Hirsel Still		1.800.00 4.560.92

# APPARATUS PURCHASED

ear. 191	5 ∀0•	<b>*153</b>	G. M. Davis Regulator Co- L-22 Euromed Spi-High Daty Davis & I Prossure Regulator, Hollow disc type D-2 Prossures 125-250/Go-Litto 1 30 Davis Improved Angle Float Valve, screwed ends. Less 105	21.00 15.00 29.25 6.52	58.73	
		159	Inkens Iron & Steel Co.		18.02	
			2 Tanks		2000	
, ,	"	167	Universal Iron & Steel Co. 3 Tamic Car Tamics & \$140. 2 " " " "	420.00 280.00 280.00 700.00		
			2 Socond hand tanks with coils a \$150.00 1 ditto	300.00 150.00	2,130,00	
		168	Walworth Higs Company 4 #6 Iron Fig.2572 H.D. Ejectors		29.93	
Apr.	. 11	184	E. B. Badgor & Eons Co.  2 complete Badgor type Bensel distilling apparatus		5,200,00	
		1.55	The Bristol Company 2 Bristol Recording Thermometers 10del \$310 2 atto 1ees 30 - 20%	168.00 160.00 144.32	185,68	
		138	Annual Property		352 <sub>•</sub> 00	
	n †	145	Dover Botler Verks  1 water press regulating tank  5 Heaters  1 Acid tank  1 Alkall Tank  5 Dephlogantors  5 Condensers  6 Oil Coolors  5 Storage Tanks	30,00 696,00 45,00 45,00 696,00 1,392,00 216,00	3.812.00	
			Carried Form	ard.	11,784.36	

#### APPARATUS PURCHASED CONTYD

Brought Forward

11.784.36

				Brought Formura		11.04.00
pr. 1	1915	Vo.	<b>@146</b>	Dover Boiler Works		
				1 Lead lined mixing tank		1,027,00
•	"	si	147	General Electric Company 1 - 5 H.P. 220 V. D.C. motor with pulley		116.38
.,	n	"	154	linem, Jr. Co. 2 sets #2 Tater gangee & glasses 8 " #2 " " "	2.59 9.20	11.79
••	"	**	158	P. H. & F. M. Roote Co. 1 Hors. Gas exhauster coupled to 12% x 16 Wachs Vert. Engine		2,720.00
			160	Universal Iron & Eurply Co. 3 second hand tank cor tanks 6 \$140.00 1 ditto 1 ditto	420.00 140.00 140.00	700.00
•	•	**	163	Jacob Wilson Estate 5 Bell covers 22 " 96 mmall bracket costings 22 Bell covers 4 West costings	13.75 60.50 7.15 60.50 5.48	147.38
	•		166	Vickes Bros.  1 - 4" Pipe cutting and Threading Enchine		35.00
By	n	"	253	E. B. Badger & Sons Co.  4 Regulating bottle glasses		3.60
	"	"	254	E. B. Eadger & Sons Co. Credit on account of labor changing still		16.25
"	"	"	269	A. S. Comeron Steam Pump Works 4 - Smin? Iron Pumps		462.00
•	•	*	271	Macan, Jr. Co. 5 Wright Emerg. Steam Traps		106,25
•	"	•	274	Payne & Joubert Enchine & Foundry Co. 1 Cast Iron Piston		8,60
				Carried Porward		17-106-11

#### APPARATUS PURCHASED COMTOD

17,106,11

				Brought Forward		119200822
nv	1915	Vo.	<b>₽277</b>	A. H. Thomas Co.	35.17	
				Laboratory equipment	8.00	
				1 - 2 gol. copper still	9.68	52.85
				18 Thermomotors	7,00	02400
			282	Wiokos Brose		25.00
				1 Pipe Threading Lachine		2000
			285	C. J. Tagliabue Mfg. Co.	24.00	
				2 Thermometers	33.60	
				12 Heroury wells	5.25	
				3 Hydrometers	19-50	
				6 Thermometers		00.70
				3 "	9.75	92.10
			291	Cambria Steel Company		117-50
				40 Bress Spray Hozzles		117.50
June			240	E. Francis BoCrossin		
				1 steel tank 20" long x 8"		365.00
				dia 3/6" plate		200-00
	•		253	A. S. Camoron Steam Pump Works		16.00
				1 Long body piece for Exix? pump		20000
	"		258	Arthur H. Thomas Co.	2.93	
				6 flasks 1000 cc	1.20	4.13
				2 funnels 6"		4420
		**	263	E. B. Padger & Sons Co.		3,950,00
				Crude Benzol distilling apparatus		•••
July	, "	**	237	Chattanooga Boiler & Tank Works	45,00	
				2 Inddor guards	55,00	100.00
				1 stairway		200100
•		11	239	Crane Company 1 95x10" Westinghouse Air		
				Compressor		105.28
15			244	Wickes Bros.		
				1 - 4" Pipe Cutting & Threading		
				machine	35.00	ee E0
				Return freight on above	51_50	65.50
SMo	t. "		190	Universal Iron & Supply Co.		274-17
0_				2 -6000 gale Tank Car Tanks		
				Carried Forward		22,284.64

#### APPARATUS PURCHASED CONT'D

		Brought Forward	22,284.64
0ot. 1915	Vo. #173	E. Francis McCrossin 1 Steel Tank 5200#	208,00
Hov.	" 148	Universal Iron & Emply Co. 1 -6000 gal. Tank	215.00
	" 149	iniversal Iron & Supply Co. 1 - 6000 gal. Tank second hand	170.00
	" 150	Universal Iron & Supply Co. 1 - 6000 gal. Tank second hand	170.00
Jan. 1916	" 143	A. S. Cameron Steam Pump Works 3 7x7x13 Iron Pumps	705•00
	" 144	Orano Company Pittings for 3rd Hirzel Still	344 . 23
	* 145	Long Lowis Hardware Co. Fittings for Erd Hirsol Still	31.94
Feb. "	" 127	A. S. Comeron Steam Pump Works 1 7x7x13 Iron Pump	235,00
liar. "	" 121	Dovor Boiler Works S Condensers as per B/P B600S	1,134,50
	" 122	Grane Company 1 #2 Reg. Comeron Pump	97.50
			25.595.81

# CONSTRUCTION MATERIAL

Lar. I	915	۷o. (	9151	Contral Lumber Co. Lumber and roofing		104.34
• .	•		152	Crone Company Pipe Fittings		34.61
	"		155	The Gibney Iron & Steel Co. S2 Bors 1" Rd 1449 Ibs G 1.60		23.18
п	"		158	Long Lowis Hardware Co. Miscollaneous Hardware		309.09
٠,	. "	п	160	Holomough Ore & Hining Co. 98,500% Sand 90,500% "	27.09 24.89	51.98
**	•	•	164	I. J. Wire Cloth Co. 1 pc. #10 Flain Wire Cloth		23.62
•	п		166	W. S. Tyler Co. 30335 sq. ft. steel mesh cut in circles		591.50
"	"	•	169	The Young & Varm Supply Co. Small Tools		34.68
Apr.	n	"	133	The American brass Co. 3092 42 Brass Tubing		74.66
•	"	**	136	Bayonne Bolt & Mut Co. 128 - Ixah Ench. Bolts Co Po Hex. Buts		6.68
п	n		137	Birminghom Boiler Works To rent on equipment & Tools 12 tool steel air homor tools 678 Tool Steel	150.00 18.40 13.40	1 /-
				150° new 3/4" manila rope 28#	3,78	175.58
•		"	139	Combria Steel Company Sundry Steel Booms and plates		7,566,28
*	"	"	. 140	Crane Company Pipe and fittings, gauges, etc.		1,216,09
•	•	"	141	Crone Company Pipe fittings		14.07
	n		142	Crone Company Pipe fittings		5.96
				Corried Forward		10,252,52

#### CONSTRUCTION MATERIAL CONTO

				Brought Formera		10,232,32
Apr.	1915	Vo.	#143	Chicago Preumatic Tool Co.		
				3 - 5/8" H. B. Button sets		2.70
*	17		144	Central Lumber Co.		
				Lamber		284.81
"	**	•	151	H. W. Johns Ennville Co.		
				13# 5/8" Asbestos Tape		14.09
		- 11	152	Long Lewis Hardware Co.		
				Two wheelbarrows, cement, oil		
				and miscellaneous hardware		251.92
•		**	165	E. Francis EcCrossin		
				Special Bolts		18.69
_		**				
"			159	Turner Elec. Supply Co.		
				1200 ft. T. B. W. P. 5d Vire		144.72
	**	**	161	Sprague Electric Works		
				To machining 24 castings		305,10
**	n		164	The Warren Foundry & Eachine Co.		
				3 - 54" Fig. Pipe 3"	181.16	
				3 - 54" " " 3"	181.51	362,67
er	"	**	165	Woodward Iron Co.		
				133 - 1004 Slag 60-5 vda G -15	9.08	
				50 yds " G •40	20,00	
				10004 Scrap Rail	5,00	
				1 - 7/8" Counterstak Die	.95	
				1 Thread Eye Bolt	•25	
				Use of cars to furnish slag	2.00	37.28
17	11	**	167	The Young & Vann Supply Co.		
				1 - 304 Crow bar	2.05	
				Small tools	3,45	
					35.26	
				86 Globe valves	126.24	
				6 Bils #20 Strips Roofing	6,96	
				168 Valves	13.69	
				347 pos. & 6 Bdls Corr.Roofing	788 <sub>0</sub> 37 257 <sub>0</sub> 73	
				92 " " " "	129.44	
				148 " " "	116-50	1,479,69
My			256	Combria Steel Co.		
		-		Sundry structural Steel Beams, etc.		3 000 45
				beans, servicered Steel Beans, etc.		1.887.47
				Correlat Powerst		3E 003 44

## CONSTRUCTION MATERIAL CONT'D

				•		
				Brought Forward		15,021.46
v	1915	. Ac.	<b>#257</b>	Crane Company Pipo fittings, fire extinguishers and misc, hardware		2,604.99
		*	258	Central Lumber Co.		
				Eundry Lumber, etc.		209-45
		· n	260	Chicago Pasumatic Tool Co.		
				2 - 5/6" Entton sets 4 Parts N. B. #61	1.80 14.00	15.60
	"	٠,	261	Du Pre Hfg. Co.		
				204 balos excolsior	83.00	
				204 " "	83.00	166.00
	"	17	265	Ingersell Rand Co.		
				Small Tools		7.35
7	**	•	266	H. W. Johns Panville Co.		30.00
				115 Asbestos Tapo		12.83
,	44	•	267	Long Lewis Fortsere Co.		115.89
				Small Tools & Fittings		110*69
,	n	•	268	NoDonough Ore & Hining Co.		20-65
				84,100# Send		20.60
"	**		278	Turner Electric Supply Co.		166-39
				Lamps and fittings		100400
			279	United Metal Hose Co. 2 - 11 Perale Couplings		9,50
"	"	**	281	Woodward Iron Co.		E4 49
				Labor and supplies drawn from stock		54.69
"	**	**	283	Thomas A. Edison	1.52	
				Enterial for packing box Travelling expenses of Er-	Tene	
				Goldthwaite	14.58	
				Expenses paid from petty cash	21.49	
				Telegrams	21.33	
				Express Charges	2.56	61.28
.,			284	The Young & Venn Supply Co.	•	
				70 shoets Roofing	50.94	
				2 Steem gauges	7.02	
				12 Globe valves	21.91	
				675* Pipe	58-15	133,02
				Carried Forward		18,599.30

# CONSTRUCTION PATERIAL CONT'D

				Brought Forward		18,599,30
Lay	1915	Vo.	#292	E. Francis McGrossin Sundry structural steel		274.27
June	"	•	239	Long Levis Hardware Co. 2 bris Royal Coment		4.50
•			240	Be Francis McCrossin B I Beams punched as per sketch		35 <sub>•</sub> 50
	n		245	Woodsard Iron Co. Sundry work performed in con- nection with plant		3.22
	n	"	252	Central Lumber Co. Lumbor & Earbed wire		372-66
•	•	•	254	Crone Company 1 \$2 Toledo Adj. Stock & dies. pipe fittings, etc.		152.32
n		•	256	Long Lewis Hardware Co. 54 Sundry sized nipples Sundry pipe fittings	2.13 284.21	286,34
•	•	"	259	Turner Electric Supply Co. Electrical Supplies		7.60
"	*	•	260	The Young & Youn Supply Co. 2 model "A" \$3 counters 48 Globe valves To coating 3 tanks & 2 stills	14.65 50.42	
			:	with coment properation To covering sundry pipe lines	573.91 599.12	838-10
Jul	y "	•	238	Control Lumber Company Sundry Lumber		55.55
	n	•	239	Grame Company Sundry Pipe Fittings		239.77
n	•	•	241	Long Lewis Hardware Co. Pipe Fittings		65.54
		•	242	B. Francis Ecorossin 3 = 10 thick plates punched as per sketch		24.60
"	-		" 25 <b>1</b>	Woodmard Iron Co.  1 our limestone screenings Labor unloading & Handling material	26.29 51.67	77.96
				Carried Forward		21,037-23
				(′°)	. 10	

## CONSTRUCTION MATERIAL CONT'D

Confidence of the Confidence o

				Brought Forward		21,037.23	
Aug.	1915	Vo. 6	207	Control Lumber Co. 150° - 1" Rend Ceiling @ 21.00		3.15	
•	17	•	208	Grane Company 1 - 3" Aold Proof Valve 6 - 3/4" Brass Steam Cooks 6 sheets 1/8" Abbestos Board	35.13 3.35 3.28		
				1 - 6" Steam gauge	2.73	44-49	
"	"		210	Long Lewis Hordware Co. Pipe Pittings		65.79	
	•	."	211	E. Francis EcGrossin Repairs to Chain Blooks and Procumatic tools		16.30	
•	•	ō.	214	Woodward Iron Company Welding link in chain		.43	
	"		215	Young & Vorm Supply Co- Freight on Roofing		24.70	
Sey.			108	Birminghom Boiler Vorku  1 Pr. 3/4" blocks  1 " 12" "  2 Track Jacks  1 Pc. 2" Chain, locks & Swivel  1 Ratchot	2.50 2.50 10.00 3.50	20.00	
4	•		121	Central lumber Co. 123 Cimilar Grids as per 1/2 6030 & 11.00 404" §2 Fig. 2 Holls 3 ply roofing	1,353,00 10,79 4,00	1,367,79	
•.		n	122	Crono Company  1 - 2-7/32 HeSeTeSe Twist  drills returned  1 set rod braness	22.00 4.70		
				6 sheets 1/8" Asbestos Board	2.73	14.57	
	•	- #	151	Long Lewis Hardware Co. 1 %A 1/4 bolt clips 3 - 4 Time Hammro Porks 34 pos. 8° Calv.Corr. Iron Roofing 2 Rolls 2 Dly roofing	1.50 1.90 20.94 2.20		
				1 doz. 12" H. S. Blades	-75	27-29	
				Carried Forward		22,545,20	

### CONSTRUCTION PATERIAL CONT'D

The - so they reprod to so the sound of the

				Brought Forward		22,543,20
Ont-	1915	Vo-	4177	Crane Josephy		
00.00			****	· Pips Fittings		42.59
		**	172	Long Lewis Enrimere Co.		
			*10	50° 5° - 4° Black Pipe	18.08	
				12 - in Pipe Plugs	-15	
				12 - 1" R11s	-44	18,67
				To - I. Ditt		10001
Boy.	а		40	Crene Commeny		
				1 Roll Asbestos Paper		
	٠.			and 1 Pr. Pliors		· 5.25
		.,	89	Long Lowin Hardward Co.		
			05	100 pose 8° GalveCorre Roofing	65.03	
				1 Bri. Baling Fire	1.00	
				1 Roll Sheet Asbeston	7.50	
				4 Sheets #28 Gal. Iron 30x120	4-40	
				12 sheets 50x120 Gal. Iron	15-20	
				105 #14 Galv. Wire	35	91.48
				TOD AIR OUTAS ALLO		DIANG
Deg.	rr r	**	30	Crane Company		
				Pipe and fittings		1,065,71
			69	R. F. HoGrossin		
				Voucher missing		224-53
				•		
**	99	**	134	Woodward Iron Company		
				g expenses of covering storage tank	las .	688.70
**	**	n	152	Long Lewis Hardware Co.		
				Pipe, valves & fittings		107-44
*	1916	_	146	H. W. Johns Houville Co.		
ome	TATO		140			:
				400° Asbestos Listing for Hirmel Still	9.62	
						***
				440° - 1" x 1/16" Asbestos Tape	19.00	28.62
		ĸ	147	Toodward Iron Company		
				Freight paid on our account	244.74	
				Labor in connection with		
				Bensol Plant	510,00	
				6 - 5/8" wrenches	4.51	
				16 pos. Overflow pipe	2.31	661.66
Feb.		**	128	Crane Company		
2000				Pipe Pittings		7.67
	_					
	-	"	129	Long Levis Hardware Company		34.00
				Pipe Fittings		14,90
				Carried Forward		25.500.12

# COMSTRUCTION MATERIAL CONT'D

STATE CAN SELECT

Brought Forward

challing on the in the particular of the property of its

> 25,500.12 4.25

137.3

Woodward Iron Company Welding 1 pump housing

Contral Lumber Company 44 page 1 x 10 x 16

25.514.25

West of the control of the second sec

must recon

# LABOR

unre 1	915	Vo.	<b>#154</b>	Thos. A. Edison, Personal Labor of draughtmen during Earth 1915	51.650
	n	. "	165	C. H. Opdyka Pay-roll and expense account	374.97
Apr.	n		156	Pay-roll	2,611.41
Apr.		**	250	To As Edison Inboratory Labor	55.06
Log	"		272	C. H. Opdyks Pay-roll and expenses	2,682.18
	"	п	273	C. H. Opdyke Pay-roll and expenses	3,019,67
**	•	"	283	Thomas A. Edison Labor	73.57
June	•	•	257	C. H. Opdyke Pay-roll and expenses	1,193,07
July	n		249	C. H. Opdyles Pay-roll and expenses	943.76
Aug.	п	"	212	C. H. Optyke Pay-roll	259.89
n	n		221	T. A. Edison Laboratory Laboratory Pay-roll	47.08
2 <b>ер</b> •	"	**	166	C. H. Ophylos Poy-roll	245.00
n		п	200	T. A. Edison Laboratory Pay-roll	55.68
Oot.	n	"	174	Koodword Iron Company Labor supplied	46,00
n	n	"	176	Lobor and toom hire	38.60
Eov.	"		212	T. A. Edison Laboratory Pay-roll	78.35
•				Carried Forward	11,775.79

## LABOR DORT D

Vol. 1 (4) Fight in 12 to 10 t

- are allowed

2004 1918 - 92, 8219 - 22 4, 224

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SUPERVISION

- marine marine --

n n 250 % A. Edison Laboratory Part edlary of Hr. Hason for 22.22 Earth

May " " 270 W. H. Mason 250.00

(14)

# SUNDRY BXPENSES

• #252 Rdison Portland Cement Co. Work on stills

June " 246 Woodward Iron Company Freight

4,313,57 375,32

" 247 Woodward Iron Company Preight Utsoellaneous travelling 32 4,688.89 1,696.12

Misoellaneous travelling expenses, etc.

7,151,68

November 2nd, 1917

Rring this guaranty to Mr. Mambert's attention at least one month before expiration date (September 30, 1918). Fing to Mr. Mambert's attention only. Strictly confidential.

Hr. Membert does not want to renew the guaranty unless necessary, and does not wish the matter brought to the attention of attent the Commissioner or Er. Mallory.

er the Commissioner or ar. Ballory.

A CONTRACTOR OF THE PROPERTY O

Orango, New Jersey

To the Commissioner of Banking & Insurance of the State of New Jorsey, Trenton, New Jersey.

8 1 r :

Whereas, Edison Fortland Cement Company, a New Jersey corporation, of New Village, N. J. has made or is about to make application to you under Section 3 of Article I of the Worknen's Compensation Insurance Act of March 27, 1917, to be exempt from insuring the whole of its liability for compensation to its injured employees or their dependents.

Now. Therefore, for and in consideration of the issuance to eaid Edison Portland Cement Company of a written order of such exemption. I. Thomas A. Edison, of Wast Orange, New Jersey, do hereby guarantee to you the payment of any and all componsation which may become due and payable to any and all employees of said Edison Portland Cemont Company and their dependents under Section 2 of the Act entitled "An act prescribing the liability of an employer to make compensation for injuries received by an employee in the course of employment, establishing an elective schedule of compensation and regulating procedure for the determination of liability and compensation thereunder", approved April 4, 1911, and the amendments thereof and supplements thoreto, because of personal injuries to or for the death of any and all such employees of Edison Fortland Cement Company by accident occurring during the period beginning October 1, 1917 and ending September 30, 1918 and arising out of and in the course of their employ-

But t

ment with said Edison Portland Cement Company, provided, however, that my liability hereunder shall be limited to accidents occurring during such portions of the period beginning Octobor 1, 1917 and ending September 30, 1918 as said written order of exemption shall be in effect.

> IN WITHESS WHERROP. I have herounte set my hand day of

and soal this

Orginal squad by

<u>Minuas O. Álsöð</u>

(1.8.)

Skillandest

O. 25.11

November 5, 1917.

Lith reference to your nemerandum #2011 dated October 31, with reference to closing out our contract with J. A. Serrell covering the rental of the Tacht Ramant. Contrary to your instructions, and in compliance with the request of Mr. Meadoweroft's assistant, we have not communicated with the owner, but will let the rental run on ponding further advices, as I understand the Yacht is atill wanted.

:D/12

# Thomas A. Edison



ORANGE, N. JDecember 4, 1917

Ur. John A. Serrell. §71 Hurray Street, New York City.

Dear Sir:

Our Mr. A. M. Kennedy advisee me that your boat "Rammant", which has been in Mr. Edison's use, was returned to you on November 30, 1917, in satisfactory condition.

In lies of demany which concurred during ir. Midson's use of the boat in the way of crotosay broken, lets and damaged tools and parts used from engine, ir. Kommedy, at your suggestion, let on the boat to become your property on D-4 F-6-011 tray Midson interage lateray which you stated, according to lir. Kommedy, you would be glad to accept in full reliablements of any damage does as mentioned.

The accrued rental for use of the boat we figure to be

#### as follows:

June 1	LO	to	July	9.	1917	inclusive	(30	days)	per	contract	250.00
July 1			Aug.	8.	1917	**		"	**	**	200.00
Auge			Sent						- 11	**	150.00
Sept.			Oot.				11		6	11	100.00
Oot.	8		Nov.				12		11	**	100,00
Nov.	7		Hov.				124	deys		*	80,00
	٠.						-	Total			8880.00
						Loo	a am	mnt n	nid .	kug.31/17	450.00
						Rel	9200	due v	017		430.00

only of this memorandum as provided and return to me, upon receipt of which lir. Edicon's check will be sent to you insediately.

In behalf of Mr. Edison I beg to thank you very much for your generous co-operation with him in the work in which he has been

Very truly sours.

Received from Thomas A. Edison, Evember 30, 1917, Yacht "Rampant" in Satinfactory condition. The understanding and smounts due as shown above are hereby agreed to by me and upon payment to me by Mr. Edison of \$450., Mr. Edison will be relieved from all further collections to me in commercion with the said boat.

John a Service

THOMAS A. EDISON

201

Documber 4, 1917

Mr. Harimilian Zwickl, 1224 Washington Street, Hobokon, New Jorsey.

Dear Mr. Zwickl:

Soth, 1917 the best flydreallie, which had been in hry yes on Hovesber service as per agreement between use, as lead in his patient except as to rail because use as to rail an except as to rail an except as to rail an except as to rail the service of the servic

Enclosed is Mr. Edison's check for \$225.00 to cover the above amounts.

A skiff has born ordered to replace the one lost and will be delivered to you as soon as possible.

Vill you kindly sign the attached copy of this letter so that we may be sure we understand each other in the matter, and return the signed copy to me.

Thanking you very much for your assistance to Mr. Edison in this matter, I cm

Yours vory graly.

Secretary.

RWK/JL

I heraby acknowledge receipt of boat Hydraulic on Hovember 30, 1917 in good @gdor.except as stated above, and the settlement mentioned above is antirely satisfactory to me.

May Gweek

EDISON PORTLAND CEMENT COMPANY

8 WEST 40TH STREET

December twenty-first

9 1

Dear Mr. Kellow:

Referring to your memorandum 2190, December 10th; I beg herewith to hand you a letter addressed Mr. Edison, which, after you have noted, please pass on to him, and if he approves, please arrange to have a renewal lease drawn and we can execute it, so as to have the matter in proper shape.

The attached letter from Mr. Moses explains how the matter has been handled.

Yours very truly.

N.S. Mallory
President.

wsm\*bc

Enclosure.

Mr. R. W. Kellow, Thomas A. Edison Inc., Orange, NEW JERSEY.

EDISON PORTLAND CEMENT COMPANY

8 WEST 40TH STREET

December twenty-first

Dear Mr. Edison:

amounting to \$5,126.57 under an agreement by which we leased them from you for a period of five years; we agreeing to pay you \$6 per annum rental on the actual cost of the cows, and also agreeing to maintain these purchased to the number or more of those which you purchased.

basis has been credited to your account, and we have a herd considerably in excess of the number which you purchased, many of the original cows, of course, harming tither been sold or died. You will remember about three years ago we lost over 25% of our total herd on account of tubercular trouble.

the money with which to pay you, we would like very much to make another lease, say for five years under same conditions as those maintained in the original lease; and if this is satisfactory to you. I would suggest that the matter he referred to Mr. Kallow, who has your copy of the payment propers cannot be referred to Mr. Kallow, who has your copy of the payment propers cannot will be written and the same payment propers cannot be executed by you and ourselves.

last five years by itself has not made any great amount of money, from a fertilizing standpoint, it amount of money, from a fertilizing standpoint, it is a fertilizing standpoint, in the standpoint of the standpoint of the standpoint every year, and ultimately we ought to have a first class productive farm. You will remember the land was in very poor condition when we first started our farming operations,

Yours very truly,

W. S. 5Wallow

WSM\*RC

Mr. Thomas A. Edison, Edison Laboratory, Orange, NEW JERSEY

OFFICES
NEW YORK
BOSTON
PHILADELPHIA
STEWARTSVILLE, N.J.

## EDISON PORTLAND CEMENT CO.

PLANT NEW VILLAGE, N.J. CAPACITY OVER TWO HILLION

STEWARTSVILLE, N.J. December 18th 1917.

Mr. W. S. Mallory,

President.

Dear Sir:-

Referring to attached letter from Crange, regarding Mr. Edison's interest in Farm Live Stock, amounting to \$5126.37, all fully covered by lease which is herewith, enclosed:-

Mr. Edison have all with the exception of one or two been disposed of by sale, decease, or death due to natural causes, emess owe have been on The Edison Portland Cement Company is Farms for I'd (5) years. Assuming when they were purchased, if they were at present retained in our herds, their worth would show a large depreciation and their profit earning capacity through the sale of milk, calves etc., would be a losing venture.

Our books, however, show in clear, concise form, Mr. Edison's full interest in-the more we do not however, set maked a "position in the more of come to cover his interest solet and appears and allowany three-solet process and success of the control of the contr

The interest on his investment has been breather to his account yearly and on the due date of his two (2) year meries each interest on line that the contract has a count of the contract has been about the country been added to his long that in Indices and the lines that in Indices and Indices and Indices are the Indices and Indices an

The agreement referred to by The Secretarial Service Department is for fit (5) years and terminates on December 19th of fit all to would suggest that this agreement, the profits from the Farm and Dairy will be such that we can afford to byy Mr. Edison'e intersets in Live Stock outright for cash. We could not afford to do this now as our Bairy plan is to build

December 18th 1917.

Mr. W. S. Mallory

up to 200 Milkers. If we reduce the herd now by selling enough cows to pay Mr. Edison, our aims and plans will take us at least five (5) years longer than we anticipated.

Yours very truly,

abhallufw .th- Theres

Aasistant Manager.

AHM. R

brus 6

Y8117 DESTON

Feb. 6, 1918

Mr. Mellow:

Replying to your memorandum of January 3, 1918. eeems to me the proper thing to do now would be to accept the oposition of ir. Moses to have three parties eslect and appraise a sufficient number of cattle to be turned over to Mr. Edison to meet the requirements of the contract of January 19, 1912, that is, these cattle would equal in value those which were purchased by Mr. Edison and delivered to the Cement Company and they should thereupon be marked in come cuitable way co ac to dictinguish them from the rest A new rental agreement with respect to these of the herd. cattle chould then be entered into for a new period of five years. If there are any other cattle in the herd over and above those so set aside as Mr. Edison's property, and the Cement Company is willing to put them up as security for Mr. Edison's investment in the herd, or other loans to the Cement Company, this could be done by a chattel mortgage to be given by the Cement Company to Mr. Edison. I do not know of any other way the which it could be done.

unities he selection of cettle 1s made as suggested herein. Letting its. Edicon would lose any rights he might otherwise have to chain any of these cattle and he would simply have to share with other contents of the Cement Company we any disposition made of the herd.

-

DH-EH



## Homas A. Edison

ORANGE, N.J.

Movember 19, 1918.

(I)

Department of Banking and Insurance, State of New Jersey, Trenton. New Jorsey.

Attention Mr. C. A. Gough, Assistant Deputy.

Dear Mr. Gough:

Replying to your letter of the 6th, which has already been acknowledged, Mr. Edison desires to continue to carry his own risk on employes in his Laboratory located at West Grange, M. J., Laboratory consisting of small machine and pattern shops and chemical and testing laboratory, with a good-sized corps of engineers.

Mr. Edison personally owns the Laboratory, and it exists for carrying on his various experiments.

Every attention is given to safety and sanitation.

We have a Committee of Safety, whose duty it is to keep in close touch with plant conditions, and we have fulfilled all known requirements of the Department of Labor.

A well-equiped hospital and First Aid branches are maintained. The hospital is equipped for major and minor operations and is in charge of one of the ablest physicians in this section, together with a competent corps of nurses. No deaths or dismemberments have occured in the Laboratory since our last report to you. In fact, there have been no accidents which required the payment of any compensation whatever. Such small accidents as have happened have been given immediate care in our hospital, and in most cases the men have returned immediately to work.

The Laboratory makes no specific product, since it is maintained entirely for Mr. Edison's use in working out his various experiments, in developing the products of his various enterprises, etc.

Regarding Mr. Edison's financial ability will state that he controls and owns the following shares of stook:

100% of Thomas A. Edison, Incorporated There figures by 1100% of Edison Phonograph Works 96% of Edison Storage Battery Company

R. Reference of the control of the c

losign - thom:

You will find below belance sheet of the Companies mentioned as of February 28, 1918, which is the close of the last fiscal year:

#### THOUASA. EDISON INCORPORATED

och counts Receivable counts Receivable usery Accounts Receivable (Res Naterial oventrolog bock in Process (rished Stock	429,000 1,075,000 514,000 289,000 915,000 205,000 1,729,000 71,010	
replyments OTAL CURRENT ASSETS		5,262,000
icconte Payab le sotre Payab le sotre Payab le sourced Paya Rote sourced Paya Rote sourced Paya Rote sourced Paya Rote sourced Payab le source	404,603 1,449,600 25,000 309,600 57,000	3,205,000 3,205,000 176,400
TOTAL NORKING GAPITAL		3,379,000
Lend Bul Idlegt (Looe Reserve) Equipment (Less Reserve) TOTAL, FIXED ASSETS	205,000 715,000 997,010	1,827,000
Wortgages on Roal Estate NET NATH (Before Dedocting Contineent Ros.) Lose-Contineent Reserve NET URITMOSfore Adding Patents) Patents NET TRATH		5,186,000 5,186,000 5,070,000 5,661,000 8,661,000
CAPITAL STOCK Surplus HET NORTH	2,000,000 5,691,000	2,691,000
EDISON PHONOGRAPH	FORKS	
Geeh Accounts Reservable Country Accounts Secolvable Country Accounts Secolvable Country Accounts Secolvable Levantarles(Tork in Process TOTAL CURRENT ACSETS Accounts Payable Solate S	28,000 16,000 15,000 1,006,000 657,000 14,000 424,000 50,000 54,000	1,206,000
Approved Pay Rolle Approved Income & Excess Profits Tax	26,000 F0,000	684,000_
TOTAL CURRENT LIABILITIES		922,000
HET FORKING CAPITAL Investmente TOTAL MORKING CAPITAL		240,000 1,102,000
Land Bulldings (Lose Reserve) Equipment(Lose Roserve) TOTAL FIXED ASSETS	25,000 45 6,000 572,010	1,051,998
NET NORTH(Before Ceduating Centingent Ross) Loss-Contingent Reserves NET NORTH(Before Adding Patents)		2,215,000 119,002 2,096,900
Patente HET BORTH		2.096,900
CAPITAL STOCK Surplus	1,075,000	2,046,000

EDISON STORAGE BALLERI COLLAND

ash	08,000	
counts Receivablu	545,000	
ntas Recalivat fo	21,000	
andry Appoints Received to	39,000	
(Res Voterie)	577,000	
wanterles/flark to Presess	1,066,000	
(Finished Steak	294,000	
rese monts	40.000	
TAL CURRENT ASSETS		2,670,000
THE COME IN THE CO.		
scente Payat le	521,000	
otee Poyab Is	600,000	
onaelta	85,000	
undry Accounts Payal Is	. 10,010	
corupt Pay Relis	45,000	
served Insere & Excess Profits Tax	35,000	
OTAL CHREST LIABILITIES		1,096,000
OTHE COMMENT COMMENTS		
ORKING CAPITAL		. 1,574,000
CONTROL TO THE		
and	82,000	
ul idingo (Less Roservo)	755,000	
sulpment(Less Reserve)	1,489,000	
DTAL FIXED ASSETS		2,325,000
Other times women		
ET EDRIH(Before Deducting Contingent Roc.)		3,900,000
age Contingent Reserve		59,010
ET BORTH(Sofore Adding Potents)		5,861,000
etente		1,770,000
ET YOUTH		5,571,000
EL FULTA		
Denson Stock	2,998,000	
referred Stock	1,501,000	
lurolus	772,400	
		5,571,010

Yours very truly,

Vice Freeldent and
Financial Executive.
For Mr. Thomas H. Edison

1ENU. 957

# Thomas A.Edison

ORANGE, N.J.

Department of Banking and Insurance, State of New Jersey. Trenton, How Jersey.

Dear Sirs:

Attention of Mr. C. A. Gough, Assistant Deputy.

July 10, 1919.

As promised in our letters of March 15th and 20th respectively, you will find below belones cheets of the following Companies as of February 26, 1919, as requested-DIGMAS A. EDISON, INC.

GENERAL BALANCE BHIET AS AT FEMALARY 28, 1919.

ASCETS

LIABILITIES

EDISON PHONOGRAPH POLICE

\$3,663,000

FOLSON STORAGE BATTERY CONPART GENERAL BALANCE SHEFT AS AT FEBRUARY 29, 1919.

LIABILITIES

\$7,693,000

\$10,620,000

Cary for Mr Kellow.



November 4, 1921

Mr. Harry F. Miller, Tressurer

## Reillr. Edison's Personal Insurance

Dear Mr. Millers

The follow-up shows an item that Mr. Kollow has been trying for some time to definitely ascertain - in whose name Mr. Edison's personal insurance is placed.

Enowing that you were recently down in Newerk to the vaults I thought possibly you might have looked this matter up and if there is any change which you think should be made in the assignment of these policies would you kindly write me and we will take it up with Mr. Edison.

Hoping for an early reply, I am



Assistant Financial Executive

564418 - 10- From. 407 163075 - 10-16816 - 10Im Edison. 1964.

Pef Sip Summan Solvier.

The following policies are
in force. Payable to.

10000 metual - Jour executors

10000 - Many Edison Children

10000 Rudwind - Charles Edward

Thodor Madeline

Mudeig This for your information

tour & to cale your attention

expecially to the first policy.

Mr. About miller 19th.

Ref Same and of Mr. Edware.

Showed Mr. Edware hat of his

Site incurance policies —

Matter me to give him full

Buttery of mutual 564418 — 110000.

assigned to his Executors =

Low yore give me the details.

J. Mullin

January 9, 1922

Life Insurance - Mutual Policy 564418

A short time ago we mentioned to you that a knitual Life Insurance Policy for \$10,000.00 was not sesigned to any one and therefore would be payable to your estate. Er. Harry Hiller has given me the following history of the policy.

"Policy #564418 on the life of Thomas A. Edicon was issued June 16, 1893 for \$10,000,000 the beneficiaries being hie executors, administrators or aseigne.

"On the 19th dayof June 1893 it was assigned to the N.J. & Penns. Cono. Works.

"On Sept. 21st, 1907 all interest was relinquished by the N.J. & Pa. Cono. Works.

"On March 29, 1911 all interest was assigned to Madeleine, Charles and Theodore M. Edison.

"On July 8th, 1913, Mr. Edison cancelled the assignment which was necessary to allow him to receive the 20 year distribution of dividend which amounted to \$3,549,20 year also ribuction or alyanems wated amounted to \$5,000.00 and was received by him, also to permit him to borrow \$4,250.00 on the policy which he did July 29, 1913. This loss was repuid June 16, 1916.

"On June 16, 1918 Mr. Edison received a Cash dividend of \$959.50 and on June 16, 1923 he will get another dividend.

"None of these dividends could be paid to him while the interest in the policy was assigned to others.

"Having paid over \$12,000.00 in premiums I think the Company would give him a paid up policy now for a substantial amount."

\$11.803.00 Accordingly you have paid in premiums a received in dividends Net cost to date

Mr. Miller etates that this dividend would not be payable to you if policy is sesigned to my one but payable to the assignee. At the present time the policy could be exchanged for a "paid up" policy of \$7,350.00 or surrendered for a cash value of \$5,086.00.

Will you kindly let me know what your wish is as to assigning this to the children or anyone else, or any other disposition?

C.C. to 21 & miller

Mr. Thomas A. Edison.

From: J. V. Miller, Assistant Financial Executive

Another dividend is payable June 16, 1923.

The Educa - Private -Life Lumayee -Trutual #564418

/ Agr Named one to Mr. H. M. assignment indiplicate to Mina Miller EdicionMiller Life Successive Co. of New York.

Mily Had up with Mr. Edican maller of contemising
paying premium. Throad him case me only
15th to premium a R

mutual Sign Invariance Co. #564,418
1922- 6-16
1893- 6-16
29 - - yre 7,294.00 + 25+

1893 29 46 yrs. old.

un Ju Mican

November 24, 1922

Mr. Edison,-

Re - Automatic Phonograph Exhibition Co.

The attached certificate in the name of W. E. Sargeant indicates that you were, as you say, a "tructee". Your obligations as such trustee were to transfer the stock within three years from the date of the certificate (Dec. 24, 1890) and in the meantime to pay over all dividends, etc. The stock become worthless and your books show no dividends received. A certificate of this character, of course, does not mean that you personally ever received the \$3,000 representing the par value of the stock, as is suggested in Mr. Gompf's letter.

W. E. Sargeant was a toolmaker who worked for you along about 1890 or earlier; he was a hunchback, and worked on the first twenty-one phonographs.

This Company was incorporated in New York in 1890. Your books show that you held 5500 shares in 1890 which were written off Dec. 1896 as of "no value." I am told that you made a present of stock to some of your men, including Walter H. Miller and Fred Ott. Quite likely this is the way Sargeant received his stock.

The Company apparently had to do with coinoperated phonographs. On May 10, 1892 you assigned to the Company one patent and three applications (yours and John F. Ott's) and the same day you took back an exclusive license. At that time Pelix Gottschalk was President and Thomas Butler, Secretary of the Company, Ferhaps this will serve to refresh your recollection of the transaction. If any further inquiry is necessary, Mr. Harry F. Miller suggests that Mr. A. O. Tate would be likely to recollect the circumstances.

Shall I write to Mr. Gompf and tell him the stock is worthless and that no dividends were received? He has asked for the return of the trust certificate, and I suppose he is entitled to have it back.

Henry Lanahan

HL:K

(oopy)

No. 7

Thirty Shares: \$3000.00

TRANSPERABLE CERTIFICATE OF BENEFICIAL INTEREST

AUTOMATIC PHONOGRAPH EXHIBITION COMPANY STOCK.

FOR VALUE RECEIVED, I. T. A. EDISCH, hereby declare that I hold in trust 30 Shares of Stock, each of the par value of \$100.00, in the Automatic Phonograph Exhibition Company (whose present capitalization is \$2,500,000.00, divided into 25,000 Shares of the par value of \$100.00 each), for the benefit of %. E. Sargeant, his assigns and legal representatives; and that, without further consideration, I will duly transfer to him the full and complete title thereto, not later than the 24th day of December, 1893. Meantime, the legal title to the said Shares shall remain in me, with full voting power thereon for every purpose whatsoever, but all dividends, benefits and profits ecoruing thereon, shall be promptly given by me to the said W. E. Sargeant. Should the said present capitalization be decreased, the said Shares and all my obligations hereunder shell be decreased proportionately.

This declaration and agreement shall bind me, my legal representatives and assigns,

IN WITEESS WHEREOF. I have hereunto set my hand and seal, at Orange, New Jersey, the 24th day of December, 1890. Signed sealed and delivered Thos. A. Edison (L.S.)

Coursel.

( oo py )

From the Laboratory

οſ

THOMAS A. EDISON

Orange, N. J.

November 15, 1922

Mr. Willard C. Gompf, Hartford, Conn.

Dear Sir:

Your letter of Nov. 10th has been received. Mr. Edison says that he has no recollection of any such company as the Automatic Phonograph Exhibition Co., and has not the slightest recollection of ever having signed any such certificate for any such company.

Yours very truly, Edison Laboratory. W.H.M.

under ney contract with the slow ballery well they own the ford state buttery cell experie I get it perfected when I was to give him all new everates,

My June 7, 1983

Mr. Thomas A. Edison,-

Replying to your annexed memorandum, your original agreement with Edison Storage Battery Company provided for the assignment to that company of storage battery inventions covered by certain applications, then pending, and "all future improvements thereon in the United States made during the period of five years from Feb. 1, 1901," and I do not find any subsequent agreement on your part to assign inventions.

I should say, however, that if you contemplate retaining all rights in the present invention, care should be taken not to charge any of the experimentation and developing expenses to the Battery Company.

Henry Lanahan

HL:K

Tile Both Cares

No change have been made No did capitalize in decemin 19m as Patents the sum of 69 15 4 98 per and write balong of to hoper all charges for 1903 to 24 30 2 for appearing at a carrying as Laboratory Experiences. amount - # 10613.34 Recuie 6/7/23.

LEGAL SERIES RICHARD W. KELLOW FILE

## Legal Series Richard W. Kellow File

The Richard W. Kellow File contains agreements, bills of sale, leases and deeds, tax forms, patent assignments, and related correspondence that were maintained by Kellow in his capacity as secretary of Thomas A. Edison, Personal. Included are Items pertaining to royalty payments, Edison name use, real estate, relations between Edison and his companies, and individuals who believed they had anticipated Edison in some invention. The selected documents cover the years 1911-1930, with the majority dating from the period that Kellow served as secretary (1917-1921). The earlier documents were probably collected by Kellow in relation to later matters, while those from after 1921 were most likely added to the file by Edison's brother-in-law John V. Miller, who assumed Kellow's role during the 1920s.

Specific subjects covered in the documents include agreements to use Edisor's mining and storage battery technologies; experimental phonograph sales systems proposed by Edison; the payment of royalties to German chemist Heinrich Hirzel for the use of his patent in Edison's wartime benzol plants; a \$1.2 million loan from Henry Ford for the expansion of Edison's storage battery plant; the establishment of the Wisconsin Cabinet & Panel Co. to make phonograph cabinets; the incorporation of the Diamond Disc Shop at 10 Fifth Avenue in New York City; and other items concerning the building in downtown Manhattan owned by Mina Miller Edison.

There are also documents pertaining to real estate acquired by Edison for his son William L. Edison; the Ecometer Manufacturing Co., an unsuccessful business venture of Thomas A. Edison, Jr.; the estates of deceased associates Charles Batchelor, John Kruesi, and Joslah C. Reiff; compensation policies the ceases of employees William H. Knierim and Meno Kammerhoff; the creat of historic items from the West Orange laboratory and other locations for use in Henry Ford's proposed Edison museum; and the formation of Edison Botanic Research Corporation to find new sources of rubber.

Also included are Edison's personal income tax return for 1914; a 1919 report to the New Jersey Bureau of Industrial Statistics with information about the capitalization, labor force, and function of the West Orange laboratory; a 1919 report to the Internal Revenue Service indicating the capitalization and income of Thomas A. Edison, Inc., and seventeen other Edison companies; a descriptive list, prepared in 1923, of all of Edison's patents; and estimates of the monetary value of his patents at the time of their transfer to his companies in 1926.

Each of the 118 envelopes from which documents have been selected person the microfilm preceding its contents. Although the title of the envelope generally provides an accurate description of the Items therein, some envelopes contain additional material only loosely related to the subject in the title. Some bear notations indicating that the legal document specified in the title was removed for use elsewhere. Other envelopes either are empty or contain only a contents list.

Approximately 50 percent of the documents from 1911-1930 have been cleded. Within the individual envelopes, the proportion ranges from 10 percent to 100 percent. The selected material includes signed agreements involving Edison personally, correspondence regarding the conduct of his personal business and finances, documents providing substantive or summary information about his companies, and Items relating to Edison's family, particularly to provisions made for his six children.

The unselected material includes routine correspondence and legal documents that Edison merely signed; business documents not pertaining to Edison personally or to his interests directly; letters of transmittal and other cover documents; records consisting mainly of raw data; routine items relating to mortgages, renovations, and leases for the building on 10 Fifth Avenue and other Edison property; land transfers and leases between Edison and his own companies in West Orange and Silver Lake; cancelled transactions and unexecuted legal instruments for coording studios.

Also not selected are interoffice communications about payments, receipts wouchers; assignments for patent applications that were subsequently abandoned; Internal Revenue Service slips showing supplementary compensation for certain employees in 1923 and 1924; personal business documents of Charles Edison and other family members; duplicate, multiple, and variant copies of selected documents, such as a 1921 list of patents; copies of documents filmed in other series or published in previous parts of the microfilm and digital editions of the *Thomas A. Edison Papers*; rough notes and calculations; and folders that contain only an empty envelope, a list of contents, or documents unrelated to the envelope title.

Related material can be found in the Harry F. Miller File (Legal Series) and in the Edison General File Series.

## Legal Series Richard W. Kellow File

A complete list of folders from which documents have been selected appears below. The folders have been rearranged in chronological order according to the earliest document in each folder.

## 1911

Receipt from Mt. Pleasant Cemetery Co. (1911) [env. 104] Correspondence with Paul H. Cromelin (1911, 1913) [env. 111] Assignment from Edison Storage Battery Co. (1911) [env. 115] Assignment from John F. Ott (1911) [env. 116] Assignment from John S. Ott (1911) [env. 116] Assignment from John S. Walter Aylsworth (1911) [env. 117] Agreements – Lansden Co. (1911–1912) [env. 122] Dead from Randolph Perkins (1911–1912) [env. 125] Lease to Edison Portland Cement Co. (1911) [env. 127] Correspondence with Martin E. Thomas (1911–1912) [env. 131] Agreement with Walter S. Mallory and W. H. Mason (1911) [env. 131] Correspondence — Carmine Basile (1911, 1913) [env. 207]

## 1912

Contract with Mendel Samuel & Sons (1912) [env. 110]
Final Decree — Estate of John Krusei (1912) [env. 118]
Lease — William L. Edison (1912) [env. 120]
Contract with Merck & Co. (1912) [env. 124]
Agreement with ISOlvay Process Co. (1912, 1914) [env. 128]
Agreements with Henry Ford (1912, 1925) [env. 132]
Royally Payments to Coats Family (1912) [env. 134]
Correspondence — Dunderland Iron Ore Co.(1912, 1914) [env. 140]
Option to Purchase to Federal Storage Battery Car Co. (1912) [env. 201]

## 1913

Correspondence — Real Estate for William L. Edison (1913) [env. 73]
Correspondence with John F. Monnot (1913-1919) [env. 114]
Assignment and Release from Rosanna Batchelor (1913) [env. 136]
Correspondence with John Crulkshank (1913) [env. 137]
License Agreement with Henry B. Clifford (1913) [env. 139]
License Agreement Trank L. Dyer and Jonas Walter Aylsworth (1913) [env. 146]

#### 1914

Agreement with Joseph D. Lintott (1914, 1916) [env. 41]
Correspondence from Andrew Plecher (1914-1915) [env. 74]
Settlement – Estate of Josiah C. Reiff (1914) [env. 147]
Agreement – Edison Storage Battery Co. and Pennsylvania Railroad Co. (1914)
[env. 143]
Agreement with Accumulatoren-Fabrik Aktiengesellschaft (1914) [env. 144]
Agreement with Bankers Trust Co. (1914) [env. 148]
Deed from Trustees of Sussex County Iron Co. (1914) [env. 150]
Deed from Ogden Iron Co. (1914) [env. 151]

## 1915

Leases — 10 Fifth Ave. — Mina M. Edison (1915-1925) [env. 26]
Agreement with Victoria Gypsum Mining and Mfg. Co. (1915) [env. 40]
Correspondence — Sale to Victoria Gypsum Mining and Mfg. Co. (1915) [env. 68]
Personal Income Tax Return for 1914 (1915) [env. 96A]
Agreement with Charles Edison (1915) [env. 153]

#### 1916

Agreement with Phonograph Sales Co. (1916-1918) [env. 1]
Deed \_ Isaac W. and Frances F. England -- Mineral Rights (1916, 1920) [env. 34]
Agreement with U.S. Crushed Stone Co. (1916-1917) [env. 100]
Agreement with Miller Reese Hutchison (1916) [env. 162]
Bills of Sale to Edison Storage Battery Co. (1916) [env. 166]
Agreement with Andrea and Serafina Maglio (1916, 1919) [env. 173]
Agreement with Wisconsin Chair Co. (1916-1917) [env. 175]
Contract with Milsul & Co. (1916-1917) [env. 160]
Correspondence with Milsul re Phenol Plant in Japan (1916-1920) [env. 186]

#### 1917

Deeds -- Ezra L. Wean, George Haycock (1917, 1921) [env. 9] Lease to Marcus Lusk (1917-1920) [env. 12] Correspondence -- Hirzel Royalty (1917-1919) [env. 66] Contract with Miller Reese Hutchison (1917) [env. 156]

## 1917 (continued)

License from Charles T. Delly (1917) [env. 158] Assignment from Heinrich H. Meno Kammerhoff (1917) [env. 159] Correspondence — Glenmont Buildings – Mina Edison (1917) [env. 164] Assignment from Robert Bachman and Charles Norton (1917) [env. 174] Correspondence — Edison Electric Appliance Co. (1917-1920) [env. 176]

## 1918

Bill of Sale to Aluminum Co. of America (1918) [env. 3]
Agreement with B. E. Tinstman (1918-1923) [env. 5]
Agreement with M. R. Hutchison and Edison Storage Battery Co. (1918) [env. 6]
Income and War Excess Profils Tax Returns for 1917 (1918) [env. 7]
Correspondence – Real Estate – Raub Property (1918-1919, 1930) [env. 10]
Lease to Edison Portland Cement Co. (1918) [env. 22]
License to Edison Storage Battery Co. (1918) [env. 167]

#### 1919

Report on Industrial Statistics for 1918 (1919) [env. 13]
Assignment from Lamar Lyndon (1919) [env. 18]
Tentative Return and Estimate – Corporation Taxes, 1918 (1919) [env. 19]
Documents – Real Estate – Burlington County, NJ (1919, 1925) [env. 30]
Correspondence – Agreement with W. H. Knierim (1919-1920) [env. 182]
Correspondence – Oak Investment & Security Co. (1919-1920) [env. 188]

## 1920

Agreement with Frederick P. McIntosh (1920) [env. 32]
License from Newman H. Holland (1920) [env. 32]
Agreement with Edison Storage Battery Co. (1920) [env. 35]
Assignments to Thomas A. Edison, Inc. (1920) [env. 37]
Assignment from North Jersey Paint Co. (1920) [env. 99]
Correspondence — Agreement with Halogen Products Co. (1920) [env. 129]
Assignment from James F. Monahan (1920) [env. 177]
Memorandum — Transfer of Shares to Theodore Edison (1920) [env. 178]
Trusts for Madeleine E. Sloane, Charles and Theodore Edison (1920) [env. 179]
Release from Heinrich H. Meno Kammerhoff (1920) [env. 199]

### 1921

Lease to Owen Frey (1921) [env. 38]
Correspondence with Walter Scott Shinn (1921) [env. 48]
Power of Attorney to Charles Edison (1921) [env. 49]
Certificate of Dissolution — Thomas A. Edison Association (1921) [env. 50]
Agræements with Hanlon A. Gardner — Real Estate (1921) [env. 53]
Certificate of Dissolution — Edison International Corporation (1921) [env. 95]

## 1922

Correspondence with Bachrach Studios (1922) [env. 91].
Contracts with Stevens, Crum, Paris, and Murray (1922-1923) [env. 92].
Correspondence – E. L. Woodlin, Phonograph Sales Plan (1922) [env. 94].
Assignment from Roscoe J. Smith (1922) [env. 94].
List of Items for Edison Ploneers Museum (1922) [env. 198].

#### 1923

Correspondence — Ecometer Menufacturing Co. (1923) [env. 57A] Correspondence — Phonograph Sales Proposition (1923) [env. 57B] Power of Attorney to Marion Oeser-Edison (1923) [env. 61] Assignment from Paul D. Payne (1923) [env. 90] Lists of Active Patents (1923, 1926) [env. 243]

# 1924

Correspondence -- New Jersey Patent Co. (1924-1925) [env. 221]

## 1925

Correspondence -- Loan to William Maxwell (1925) [env. 80] Correspondence -- Loan to William Maxwell (1925) [env. 80] Contract with F. H. Losey (1925) [env. 216] Agreement with Commissioners Palisades Interstate Park (1925-1928) [env.

218] Trusts for Marion Edison Oeser, Thomas A. Edison Jr., and William L. Edison (1925) [env. 219]

Settlement of Loan with Ford and Edison Storage Battery Co. (1925) [env. 224]
Documents – Premier Mill Corporation and Henry Ford (1925, 1927) [env. 86]

## 1926

Assignments to Edison Storage Battery Co. (1926) [env. 225] Sale of Patents to Thomas A. Edison, Incorporated (1926) [env. 226] Correspondence with Samuel Insull — Edison Name Use (1926) [env. 229] Contract of Sale — Real Estate for William L. Edison (1926) [env. 232] Stock Sale — Edison Portland Cement Co. (1926) [env. 239] Agreement with State of New Jersey (1926, 1928) [env. 251]

## 1927

Power of Attorney to Charles Edison (1927) [env. 240]
Trusts for Madeleine E. Sloane, Charles and Theodore Edison (1927) [env. 244]
Agreement – Real Estate for William L. Edison (1927) [env. 246]
Documents – Edison Botanic Research Corporation (1927) [env. 249]

## 1928

Contract with Henry Nehrling (1928) [env. 252] Memorandum on Henry Ford's Plan for Edison Museum (1928) [env. 255]

## Legal Series Richard W. Kellow File 1911

Receipt from Mt. Pleasant Cemetery Co. (1911) [env. 104]
Correspondence with Paul H. Cromelin (1911, 1913) [env. 111]
Assignment from Edison Storage Battery Co. (1911) [env. 115]
Assignment from John F. Ott (1911) [env. 116]
Assignment from Johns Walter Aylsworth (1911) [env. 117]
Agreements – Lansden Co. (1911-1912) [env. 122]
Deed from Randolph Perkins (1911-1912) [env. 125]
Lease to Edison Portland Cement Co. (1911) [env. 127]
Correspondence with Martin E. Thomas (1911-1912) [env. 131]
Agreement with Walter S. Mallory and W. H. Mason (1911) [env. 131]
Correspondence — Carmine Basile (1911, 1913) [env. 207]



no. 71 And Dleasant Cemetery Company of Newark.
Received from Thomas a Educari
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much of it on about to mandately them to Go the the same of Jack 1864 " (1 and the Salama of paid insome (and the improprements thousand) and the Salama of paid insome (and the improprements thousand) and the Salama of paid though fund.
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OFFICE AT THE CEMETERY

Mr H. F. Miller Descriting to Thomas a. Edison Oxango. XJ

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(COPY)

Orth Mr. E

November 9, 1911.

Mr. Paul H. Cromelin,
Edison Manufacturing Co., Ltd.,
Willesden Junction, London.

Dear Mr. Cromelin:

Confirming our conversation of this morning. I have arranged with Mr. Edison whereby you are to receive as personal compensation the sum of three cents per cell on all A-4 batteries that Mr. J. P. Momnot may sell in England and Pramos where a royalty of 40¢ per cell is collected. On other types of batteries the remuneration will be proportionately decreased or increased according to the royalty, and if the royalty should be lowered to Mr. Momnot this remuneration to you would be proportionately lowered.

This is personal compensation to repay you for any work you may do in oc-operation with Mr. Monnot in connection with the Storage Battery and Mr. Edison reserves the right to terminate the arrangement at any time he chooses.

Yours very truly.

FLD/IWW

(dignet) Frank Pogo.

# iomas A Edison LERKENWELL ROAD, LONDON. E.C.

Edison Phonographs and Records Edison Dictating Machines Edison Kinetoscopes and Motion Picture Films

Edison Primary Batteries Edison Home Kinetoscopes and Motion Picture Films

FACTORIES ORANGE,NJ.U.SA LONDON I'L PARIS

SYDNEY. DUENOS AIRES

PHO/GA.

30th August 1913 Thomae A. Edison Esq., President, Edison Storage Battery Co., Orange, New Jersey.

Dear Mr. Edison, .

I have just received yours of August 19th relating to your personal arrangement confirmed by Mr. Dyer's letter

of November 9th 1911. Up till now I have never drawn the sums referred

to hoping that the time might come when the business would be properly launched and when by my work I might prove worthy of your consideration.

Verv

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## MOTOR NOTES.

# THE SEASON'S MOTORING | 16: 10: 01/mpts

My A.T. WAND.

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COPY.

August 19, 1913.

Kr. Paul H. Cromelin, Thomas A. Edison, Ltd., 25 Clerkenwell Road, London, E. C., England.

Dear Mr. Cromelin:-

This is to notify you that I hereby terminate the arrangement heretofore had with you and set forth in a letter dated November 9, 1911 to you and signed by Mr. Dyer, whereby you were to receive certain sums on cells of Edison Storage Batteries sold by Mr. J. F. Monnot in England and France.

Yours very truly,

Thomas A. Edison. President.





DEPARTMENT OF THE INTERIOR, UNITED STATES PATENT OFFICE.

RECEIVED and RECORDED on the 15th day of September, 1911, Liber I 288 , page 31 of Transfers of Patents.

IN TESTIMONY WHEREOF, I have caused the seal of the

Patent Office to be hereunte affixed. Excl SBMSTVI Commissioner of Patents. R.S. L

#### ASSIGNHEHT

WHEREAS, THOMAS A. EDISON, a citizen of the United States and a recident of Llewellyn Park, West Orange, in the County of Essec and State of New Jersey, has made certain new and, useful inventions for which he has filed the following named applications for Letters Patent of the United States:-

TUBE FILLING AND TAMPING MACHINES, application filed October 14, 1905, Serial No. 282,692, application allowed March 26, 1909;

STORAGE BATTERY ELECTRODES, application filed December 3, 1906, Serial No. 345,986, application allowed August 9, 1909;

STORAGE BATTERIES, application filed March 23, 1908, Scriel No. 422,674, application allowed June 28, 1909; and

STORAGE BATTERIES, application filed May 24, 1910, Serial Wo. 565,044, application allowed June 11, 1910;

and

WHEREAS, said Thomas A. Edison by instruments in writing executed and recorded as follows, has assigned, transferred, and set over unto the Edison Storage Battery Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, and having its principal office at West Orange, in the County of Essax in said State, its successors, assigns, or other legal representatives, the entire right, title and interest in and to the aforesaid inventions and applications and in and to any and all Letters Fatent of the United States to be granted therefor, and in and to any and all applications

United States and a resident of Mewell, a set, and the the County of Masor and State of New larges, and the

CHURRAS, THOMAS A. EDISCH, a citizen of the

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V-P T T Q B L G A E

which may be filed thereon and any and all Letters Patent which may be granted therefor in any and all countries foreign to the United States:-

Assignment of application Serial No. 282,692, executed July 28, 1909 and reduced on July 29, 1909, in Liber A-92, page 278 of Transfers of Patents;

Assignment of application Serial Mo. 345,986, executed September 29, 1909 and recorded on October 2, 1909 in Liber L-82, page 290 of Transfers of Patents;

Assignment of application Serial No. 422,674, excented December 20, 1909 and recorded December 22, 1909, in Liber C-83, page 270 of Transfers of Patents;

Assignment of application Serial No. 563,044, (executed October 26, 1910 and recorded October 27, 1910, ) in Liber U-85, page 170 of Transfers of Patents;

and

WICHEAS, the said Edison Storage Sattery Company was not entitled by any agreement or contract to have aseigned to it any rights in the aforesaid inventions and applications except the entire right, title and interest in and to the aforesaid inventions and applications throughout the United States and the territories thereof, and in end to any and all Letters Fatent of the United States to be grented therefor; and

WHEREAS, it was not the intention of the said
Thomas A. Edison to assign, transfer and set over unto
the said Edison Storage Battery Company, any rights except
the entire right, title and interest in and to the said
inventions and applications throughout the United States
and the territories thereof, and the entire right, title
and interest in and to all Letters Patent of the United

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States to be granted therefor, and all additional rights assigned, transferred, and set over by the said instruments in writing were assigned, transferred and set over through accident, inadvertence or mistake; and

WHEREAS, Letters Patent of the United States on the eforesaid inventions and applications have been granted to said Edison Storage Battery Company as follows:-

Patent No. 936,433, granted October 12, 1909 on application Serial No. 282,692;

Patent No. 946,540, granted January 18, 1910 on application Sorial No. 422,674;

Patent No. 948,558, granted February 8, 1910 on application Serial No. 345,986;

Patent No. 976,792, granted November 22, 1910 on application Serial No. 563,044;

and

MHEREAS, certain applications for Letters Fatent on the aforesaid inventions have been filed by said Thomas A. Edison in foreign countries:

NOW, THEREFORE, THE INDEFFUER NUTHERSETE, that for end in consideration of One Dollar and of other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Maison Storage Sattery Company hos assigned, transferred, and set over and by these presents does assign, transfer and set over unto the said Thomas A. Edison, his heirs, assigns or other legal representatives, the entire right, title and interest in and to the aforesaid inventions and applications conveyed by the aforesaid instruments in writing, with the following exceptions, visithe entire right, title and interest in and to the said inventions throughout the United States and the territories thereof, and in end to any, and all Lutters Patent of the

WillEst, Letters Batent of ine United States : 1

accident, inadvertence or mistal's; was

denismed, transferred, and not ever by the crid tentering in in writing were nailened, transferred and not ever in in

United States which have been granted or may be granted on the aforesaid inventions and applications, and in and to any reissue or reissues, or extension or extensions of any and all such United States Letters Patent.

IN NITHESS THEREOF, said Edison Storage Battery Company has caused its name to be signed and its corporate seal to be affixed hereto by its officers duly authorized thereunto this first day of August 1911.

By Maur T. Hym.

Vice-President.

ttest:

Havry J Miller

the efortunist inventions and explications, of its and you related or relations, or a location or the action of the control of all cash whited about a before the action of the control of

this tod States which have been granged or say as granted in

State of New Jersey ) : ss.: County of Essex ) &

On this / T day of August1911, before me personally appeared FRANK L. DYER, to me
personally known, who being by me duly sworn, did say that
he is the Vice-President of the Edison Storage Battery
Company, and that the seal afficed to said instrument is
the corporate seal of said corporation, and that said
instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said
Frank L. Dyer acknowledged said instrument to be the froe
act and deed of said corporation.

Ama R. Klehm

Notary Public.

CONSESSED EXPERTS JUNE 1913,

1118

ASSIGNMENT
John F. Ott
and
Thomas A. Zalisan
Sentember 26, 1911
Assigns in. Ottls right, title and int
im Patent \$976,170;



#### ASSIGNMENT

WHEREAS, THOMAS A. EDITION, a citizen of the United States and a resident of Llewellyn Park, West Orange in the County of Essex and State of New Jersey, and JCHN F. O'T, a citizen of the United States and a resident of Orange, in the County of Essex and State of New Jersey, are the joint owners of Letters Patent of the United States Mo. 967,178, granted August 16, 1910 to said Thomas A. Edison and said John P. Ott for TUBE-FORMING MACHINES, and the invention covered thereby; and

TERREAS, said Thomas A. Edison desires to acquire the entire right, title and interest which said John P. Ott has in and to the aforesaid invention and in and to the aforesaid Letters Patent, and to acquire the right to sue for past infringement of the aforesaid Letters Patent;

HOT, THERSPORE, THIS INDENTURE NITHEBEETH that for and in consideration of One Dollar, and of other good and valuable considerations, the receipt whereof is hereby schnowleaged, said John F. Ott has assigned, transferred and set over, and by these presents does assign, transfer and set over unto said Thomas A. Edison, him heirs, assigns, and other logal representatives, the ontire right, title and interest which said John F. Ott has or may have in and to the said invention and the said Letters Patent of the United States, and the right to sue for and recover damages and profits for past infringement of said

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" no a company ...

Letters Patent, and all right, title and interest in and to any reissue or reissues or extension or extensions of said Letters Patent, the same to be nold and enjoyed by asid Thomas A. Edison, his heirs, assigns, and other legal representatives, to the full end of the term or terms for which the said Letters Patent of the United States are granted, reiscued or extended, as fully and entirely as the mane would have been held and onjoyed by said John F. Ott if this assignment and sale had not been made, and said John F. Ott hereby overents that he has full right to convey the interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith.

And seid John 2. Ott hereby expressly ocvenents and agrees that whenever seid Thomas A. Edison, his here, assigns, or other legal representatives advise him that other or further papers are necessary to be executed by him to perfect the title of said Thomas A. Edison, his heirs, assigns, or other legal representatives, in end to the said invention, and in and to the said Letters Patent of the United States, and in and to the said Letters Patent of the United States, and in and to agy reissue or rejectes or extension or extensions thereof, or that any reissue or reissues or extension or extensions is or are desirable and lawful, he will sign all papers, take all rightful oaths and on all necessary sets for perfecting the said title and for procuring such reissue or reissues or extension or extensions.

nothern whench, and eat river, trainer of interests a conto cay reduction or reduction or extension or extensions of units hattern ritions, the mind to be end and in by rade families. Addition, all additions to the en-

IN TITIESS THEREOF, the said John F. Ott has signed his name hereto at West Orange, New Jersey, this day of Saptimine, 1911.

Jahn F. Olib

In presence of:

cur Lanaha

State of New Jersey ) : 88

on this a 6 th day or Alphantus in the year of our Lord one thousand nine hundred and eleven, before me personally appeared JCHK P. 077, to me personally known and known to me to be the person described in and who executed the foregoing assignment, and he somovledged to me that he executed the seme as and for the purposes therein set forth.

Arma R. Klehm

NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION EXPIRES, JUNE 1915,

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100

ASSIGNMENT . Jones W. Aylsworth to Thomas A. Edison
October 2,1911
Assignment by Aylaworth of rights in
German patent #226.341.

### Cession.

Der Unterseichnete, Jonas Walter Aylsworth in East Orange, V. St. A. überträgt hierdurch rechtsverbindlich für sich und seine Rechtsmachfolger seinen Anteil an dem deutschen Patent

No. 226341, betreffend Röhrenförmige Elektrode für elektrische Stromeammler
mit alkalischem Elektrolyten,
bei welcher die aktive Masse
in Behälter mit durchlochten
Wantungen eingeschlosen ist.

an den Mitinhaber des Patents Herrn Thomas Alva Edison in Llewellyn Park, V. st. A. und beantragt, dass Herr Edison als nunmehriger alleiniger Inhaber des erwähnten Patentes in der Patentrolle vermerkt wird.

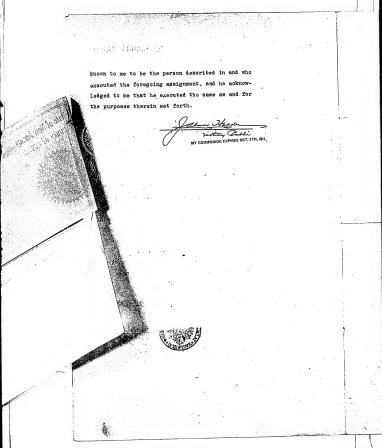
West Orange, N. J. U. S.A. 2 ten altober 1911.

Jonas Walter Ayleworth.

United States of America State of New Jersey County of Essex

a ) : 88.: )

on this 2"day of October in the year of our Lord one thousand nine hundred and eleven, before me personally appeared JONAS WALTER AYLSWORTH, to me personally known, and



Der Kaiserliche Generalkonful 3.40.





### Cessionsannahme.

Der Unterzeichnete, Thomas Alva Edison in Llewellyn Park, V. St. A. erklärt eich mit der Vebertragung des deutschen Patentes

No. 226341, betreffend Köhrenförmige Elektrode für elektrische Stromsammler mit alkalischem Elektrolyten, bei welcher die aktive Masse in Behälter mit durchlochten Vondungen eingeschlossen ist

auf sich als alleinigen Inhaber einverstanden, nimmt dieselbe an und bestellt die Lehndenwickle... In Maffed in A. I. Ill im Ledin IV de als seine Vertreter nach Massgabe des Patentgesetzes vom 7. April 1891.

West Orange, New Jeany V. St. A. don 16 tim, October 1911.

Thomas Ohva Edison\_\_\_



Thomas A. Edison, Esq.,

Orange, N. J.

Sir:

Roferring to the negotiations herotofore had between Mr. Willard 1. Case, representing the undernigned and our associates, and yourrelf and your representatives, in recard to the purchase by us and our associates from you of the total outstanding capital stock of the immeden Company, a corporation organized under the laws of the State of New Jorsey, we beg to make the following express offer, which if accorted by you, shall be undertood to constitute the basis upon which an appropriate contract or contracts in accordance with the advice of counsel shall be drawn and mutually executed to properly effectuate the offer and your acceptance thereof.

We will pay you the sum of \$156,874.80 for and in consideration of the assignment in blank and delivery by you of the total outstanding cspital atock of the Lensden Company on or before January 1, 1912, and stock to be deposited with the Fidelity frust Company of Howark, J. J., in corow, to be delivered to the undersigned or their nominos upon the rayment of \$121,874.80 for your account, the balance of \$25,000.00 being paid you herowith, receipt of which is hereby acknowledged by you, provided said sum of \$121,874.80 is raid within sixty days from January 1, 1912.

That immediately after the acceptance of this offer by you a complete audit of the assets and liabilities of the Lansdon Commeny as of the first day of November, 1911, shall be made at our expense and that upon the busis

of the figures shown by said audit the company shall prior to Jenuary 1, 1912, grant, assign and transfer to you by an emergriate instrument or instruments in writing all cash on hand (estimated at about \$11.595.33). all accounts receivable (cetimeted at about (26,147.84). and all batteries (estimated at about \$16,879.90), as shown by said cudit as assets of the company at the close of business on the Clat day of detaber, 1911, and that by appropriate contracte or other instruments in writing to be prejared by counsel as hereinafter provided and to be held in oserow with said stock and delivered to us upon the payment of said sum of \$151,874.80 you will assume and agree to pay this limbilities of the company of whatsoever nature, including all notes payable (setimated at about \$143,500), and all accounts rayable (ontimated at about \$91,410.51), as shown by said audit to be liabilities of the company at the close of business on said Gotobor 31, 1911, and will agree to hold the company free and clear from all claims or collections whatsoever by anyone whomsoever, upon or arising out of the gaid liabilities of the company as shown by said audit, excepting only its liabilities on its outstanding capital stock to be assigned to us as aforesaid.

That you will further agree in writing to be held in emerow and delivered with said stock prior to said let day of January, 1912, to assume and pay and held the company free and clear from any charges or claims arising by romain of the operating expenses of the company during the period from October 51, 1911, to and until January 1, 1912, other than the ordinary usual and oustenessy operating expenses during acid period, such as menufacturing materials, manufacturing supposes, wages and general salaries, year-time.

you may shorten this period by dollaring to us, essigned in block, the substanding nisch of the company and the restautions of the directors, to hardenotter provided.

That if you compit this offer, you further agree that the directors and officers of the conjuny shall take no composite action prior to the lot day of January, 1912, other than the general conduct of the business without our consent in uniting, and that on or before social let day of January, 1912, you will deliver to the soid Trust Company the resignations in uniting of all the directors and officers of the conjuny to take effect when accepted by the stockholders, to be delivered with onic stock upon the payment of said mun of \$12.1 eft.00.

It is also understood and agreed that if you accept this offer Contenency Here, attorney and counselor at law, of He. 20 Exchange Place, Her York City, shall at our expense and subject to the cyrrovel of your counsel propers all the necessary and agreement tracts and other instruments in writing to properly carry out and effectuate the provisions hereof and your acceptance thereof, and that the aforesaid endit of the assets and liabilities of the company as of Hevenber 1, 1911, shall be made by the Horth American Addit Company.

It is also further agreed in the event of the acceptance of this offer by you that if you shall refuse or fail to carry out any and all of the terms and provisions herein contained on or before said let day of January, 1912, you will thereupon royay to us the aforesaid sum of \$25,000.00 togother with any damages suffered by us by reason of said non-performance, and that if we and our associates refuse or fail to carry out all the terms and conditions herein agreed to be performed by us and our associates we shall thereupon

forfeit to you as liquidated damages the said sum of \$25,000.00 and the terms and conditions hereof and your acceptance thereof shall be of no further force or effect whitmosyer.

Your ery truly,

Dated December 14, 1911. Welvan & Barnaile

I hereby approve and scrept the terms and conditions of the foregoing offer.

Dated December 14, 1911.

Thomas a Edison

Laureden las lors to May 12,1911 37,360,90 lief for Good belle Sept 1908 3.000.00

Taxical tech 37000 (Rauges at High Block 5000 (Remium on Gapital Ship also funders) 6988,72 (Raccini on 44 of brokers) 2597.96 (Raccini on 44 of brokers) 15017

X Lors since May 1248 Shinkay In aut 1626134 71,353,55

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36968.72 173.943.88 14340000 71106.16 68314.92 374360 24880364

The Laurden les Cash Accounts Receivable Batteries 2847784 Capital Stock Cast Mr Edison Notes Payable Accounts . 14350000 5584637 Machinery 952274 476289 Justrument & Tools Luruiture & Listures Catterns Templates & Dies Diswing & Designs, 48 43 220 1819085 543580 ogupany mesennes Mohiner Supplies Afface brits Repair Orders in Process Chain & Bodies Orders in Process Completed 4469323 2648644 3970469 15687480 21272117 28124251

This Agreement between Thomas A. Edison, Esquire, party of the first part, and william G. Bonnevills, Trusts, party of the second part, which when smooted cancels a previous Agreement dated Booember 14, 1911 between said parties, Witnesseth: That for and in consideration of \$148,042.59 for Physical Assets the Sum of for Cash on Hand and 11,595.33 Oct. 31, 1911 Accounts Roceivable as 28,477.84 and of Oct. 31, 1911 as per Schedule 1 attached

a Total of \$14,171.88 Less

date of Ootober 31, 1911.

Dotad

17,906.71 and

3188,115.76 Accounts Payable as of Oct. 31, 1911 as per Schedule 2 attached

Accounts Receivable Unpaid as of Jan. 1, 1912 as per Schedule 1 attached

a Total of 32,078.59
Being a Total Payment of \$156,037.17
Less 25,000.00 Paid on Dec. 14, 1911

on account thereof \$131,037.17 the Receipt of Which or in full is hereby acknowledged and in further consideration of the Sum of \$17,906.71 Accounts Receivable Outstanding as of January 1, 1918 to be paid as collected by the party of the second part, the party of the first part hereby agrees to transfer and deliver, with the execution of this constant in the party of the second part all the dependent to the party of the second part all the dependent of the Landon Company of the State of orecey, unpical Scook of the Lansach Company of Newark, New Jerse a Corporation organized under the Laws of the State of New Jersey, together with the resignations in writing of all the Directors and Officers of the Company as of the

assume and pay all the Liabilities of The Landen Company as of or originating from the transactions of said Company prior to November 1, 1911, with the exception of the acressed Accounts Payable of \$14,171.85, and with the exception of Cortain Liabilities which have been accounted for in the acrossaid our of \$46,04.89 for "Payaboal. Assets."

January	1912.	Party of the First Part.
	Witness.	Party of the Second Part.

### [ATTACHMENT/ENCLOSURE]

CORRECTED SETTLEMENT

#### \$156,874.80 Proposed Settlement 3,332.57 Less error in Job #3490 difference in overhead 2,597,76 Nov. & Dec. charges belonging to 1,257.47 prior period 460.00 Commission Howard 200.00 Boettger Allowances during Nov. belonging to prior period 66.90 Allowances during Dec. belonging to prior period 86.76 Furniture & Fixtures sold to Mr. E. 201.60 90.00 103.76 Machinery at Silver Lake 1,501.12 9.897.94 Error in Adams Show Wagon 146,976.86 325.00 Body from Mandel Bros. 740.73

148,042.59

MEMORANDUM OF AGREEMENT made this day of January, 1912, by and between William G. Bonneville, Trustee, party of the first part, Thomas A. Edison, party of the second part, and The Lansden Company, a corporation organized under the laws of the State of New Jersey, party of the third part, WINNESSETH:

WHEREAS, the party of the first part on the 14th day of "ecember, 1911, made in writing s outsin offer to the party of the second part, which said offer was duly approved and accepted in writing by the party of the second part on the said 14th day of December, 1911, and

WHEREAS, upon the acceptance of the aforesaid offer in writing the party of the first pert paid to the party of the second part the sum of Twenty-five thousand Bollars (\$25,000.) pursuant to the terms of said offer and acceptance; and

WHERMAS, since the execution and acceptance of the aforesaid offer, certain changes and amendments to the terms thereof have been duly agreed upon by the parties of the first and second parts, which are now necessary to effectuate the full spirit and intent of the aforesaid written offer and acceptance,

NOW THEREFORM, in consideration of the sum of One Dollar (\$1.) each to the other in hand paid, the receipt whereof is horeby seknowledged, the parties hereto do mutually agree and covenant each with the other, their heirs, administratore, executors, successors and assigns, as follows:

(1) The terms and provisions of this agreement shall be deemed to be and be construed as amendatory and supplementary to the provisions of the aforesaid offer and acceptance, or far as they may so reasonably appear, but the terms of this agreement shall be absolutely controlling upon the parties hereto in case of any ambiguity or inconsistency arising between the terms of the aforesaid written offer and acceptance and the terms of this agreement.

- (2) The party of the first part shall upon the execution of this instrument pay to the party of the second part the sum of One hundred thirty-one thousand thirty-seven and seventeen one-hundredths Dollare (\$131,037.17), which togother with the aforeeaid sum of Twenty-five thousand Dollare (\$25,000.), paid se aforesaid by the party of the first part to the party of the second part on or about the 14th day of December, 1911, shall constitute payment in full to the party of the second part for the total outstanding capital stock of the party of the third part, which esid total outstanding capital stock the party of the second part shall thereupon deliver to the party of the first part duly assigned to said party of the first part, and the party of the second part shall at the same time deliver or cause to be delivered to the party of the first part the reeignations in writing of all the directors and officers of the party of the third part, which eaid resignations chall provide in terms that they are to take effect when accepted by the Board of Directors or the Stockholders of the party of the third part.
- (3) The party of the second part further agrees to assume, and does hereby assume and agree to pay, upon demand and the presentation of a proper certification or certifications by the officers of the party of the third part, all the lishitities and debts of the said party of the third part of whatsoever nature originating from or by reason of the general conduct of the business of the party of the third part prior to November lat, 1911, with the exception of certain Accounts Payable amounting to the aum of Fourteen thousand one hundred seventy-one and eighty-eight one hundred that Dollars (\$14,171.88), as more particularly set forth

in Schedule 1 hereta annexed, no part of which is assumed by or shall constitute a claim or charge against the party of the second part.

Judge Sweet Low

- (4) The party of the third part agrees to pay to the party of the party of the sum of Seventeen thousand nine hundred and six and seventy-one one-hundredthe Dollars (S17,006.71), said sum being the amount of certain Accounts Recoivable by the party of the third part or parts thereof, which were unpaid to the party of the third part on the let day of January, 1912, see more particularly set forth in Schedule 2 hereto annoxed, PROVIDED, that said sum or any part thereof chell be payable by the party of the third part to the party of the seemed part only when and in such amounte as chall be collected by the party of the third part, the esid party of the third part agreeing, however, to use all due diligence in the collection of the said Accounts Payable consistent with the usual and reaconable conduct of ite business.
  - (5) The party of the first part in further concideration of the delivery to him of all the outetanding
    capital stock of the party of the third part, so hereinabove
    provided, does hereby guarantee, promise and agree to and
    with the party of the second part that the party of the third
    part will well and fatishfully perform and fulfill everything
    by the foregoing agreement on ite part and behalf to he performed and fulfilled, at the times and in the manner above
    provided; and the party of the first part does hereby express
    ly waive and dispense with any domand, by the said party of
    method for the first part, and an inticod of any non-performance by the
    party of the third part.

IN WITNESS WHEREOF, the parties hereto have hereunto

Just occupied

placed their hands and seals the day and year first showe written.

Party of the first part.

(Seal)

Party of the second part.

Party of the third part.

By

ASSIGNMENT and RELEASE

W. E. ELDRIDGE and

THE ELECTRIC WAGON COMPANY

THOMAS A. EDISON and

THE LANSDEN COMPANY .

Dated: Jan. 24. 1912.

COUNSEL ORANGE, NEW JERSEY

\_\_\_\_

ψÎ

For and in coneideration of the sum of two thousand dollars (\$2,000.), to ue in hand paid, the rsocipt whersof is hereby acknowledged, ws W. E. ELDRIDGE, of 178 Devonshire Street, Boston, Mase., and THE ELECTRIC WAGON COMPANY of 35 Faderal Street, Boeton, Mase., and sach of ue, do hersby sall, assign, and tranefer unto THOMAS A. EDISON, of Weet Orange, New Jersey, the following described property, to-wit: One Lansden truck (one ton) shipped on or about January 4, 1913, to The Lansden Company, Newark, New Jercey; also the entire right, title and interest of each of us in the contract entered into on March 15, 1911, between eaid W. E. Eldridge and The Laneden Company of Newark, New Jarsey, together with the contract supplementary thersto entered into on the same data between the same partiee; and we and each of us do hareby remiee, release and forever discharge The Lansden Company of Nawark, Naw Jarsey, of and from any and all claime for commissions for vehicles sold by eaid Company within the territory granted to eaid W. E. Eldridgs under said contract and supplementary contract of March 15, 1911, except commissions on the proposed sals of ons vehicle to N. E. Telsphons and Telegraph Company, and two vehicles to Edison Company, upon which Ths Laneden Company is to pay me ten per cent commiseion provided the eals is consummated on or befors March 1, 1912, at the priose which have been quoted, and do hereby remies, release and forever discharge eaid The Laneden

Company of and from any and all other claims whatsoever.

Note to the claims whatsoever.

Signed at Beetsa, Nade, this with day of

January, 1912.



Randolph Perkins, Receiver,

To

Thomas A. Edison.

RECEIVED in the Cled's Office of the Country of Linein, New Jersey, on the Country of Linein, New Jersey, and the Country of Linein, New Jersey, and the Country on pages of 1/3 for and Country on pages of 1/3 for and Country on pages of 1/3 for and recorded in Noon, West Clark.

The Country of Linein, New Jersey, and the Country on pages of 1/3 for and Country on pages of 1/3 for and Country on England Country on

THIS INDENTURE, made this Muculy-wifth day of August, in the year of Our Lord One Thousand Nine Hundred and Eleven, by and between RANDOLPH PERKINS, a receiver appointed by the Chancellor of the State of New Jersey, purty of the first part, and THOMAS A. KDISON, of the Township of West Orange, in the County of Essex and State of New Jersey, party of the Second part, WITHESSETH:

THAT WHENCARS in and by an order of the said court, made on the twenty-fourth day of February, Mineteen hundred and eight, in a certain cause in said court pending, in which James D. W. Outting is complainant, and the New Jersey and Pennsylvania Concentrating Works, a corporation heretofore organized and doing business under the laws of the State of New Jersey, is defendant, it was ordered among other things, that the said Randolph Perkins be appointed receiver of the said New Jersey and Pennsylvania Concentrating Works, with the usual powers of receivers in equity, upon his taking the oath required by law and giving bond in the penal sum of twenty thousand dollars, with sufficient sureties, and that upon the approval and filing of such bond the said Randolph Perkins should be vested with all his rights and powers as such re-

AND WHEREAS thereafter said receiver duly qualified as such, in accordance with said order;

AND WHEREAS, the said party of the second part has made an offer of sixty thousand (\$60,000.) dollars for the entire assets of the defendant, New Jersey and Pennsylvania Concentrating Works, and that, upon the understanding that said sum of sixty thousand (\$60,000.) dollars will be turned in against Thomas A. Edian's claim of Onellundred and Sighty one Thousan I fact fluid red and Footy-Right Dollars and Seventy-Reynicents.

allowed by said Receiver;

AND WHEREAS, by another order of said court, made and entered in the cause aforesaid, on the fifth day of Jume, Einsteen Hundred and Eleven, it was ordered, that said offer be approved and accepted, and that said receiver should execute proper bills of sale and deeds of conveyance to said party of the second part, or to his assigns, for all the property and assets of said defendant company in his hands as Receiver;

NOW, THELEFORE, in consideration of the premises, and in obedience to said last mentioned order, and for the purpos of giving effect to the same, and in consideration of the sum of Sixty Thousand (\$60,000.) Dollars in hand paid by the said party of the second part, to the said party of the first part the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, conveyed, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, convey, enfeoff, release and confirm unto the said party of the second part, his heirs and assigns for-

ALL those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Townships of Sparta, Hardiston, and Jefferson, in the Counties of Sussex and Horris, and State of New Jersey:

<u>First Tract</u>: Being a certain tract or parcel of Land situate, lying and being in the Townships of Sparta and Jefferson, in the Counties of Sussex and Morris and State of New Jersey:

Beginning at a point in the Northwesterly line of the road to Sparta where the same bounds a certain parcel or tracof land now or formerly belonging to one Keeper, running thence (1) along said road South thirty-three degrees and fifty-six minutes west, four hundred and forty-three feet; thonce (2) North twenty-nine degrees West eight hundred and seventy-eight feet to a point in the line of lands now or formerly belonging to W. K. Decamp; thence (3) along said line of said lands of said W. K. Decamp North, forty-two degrees and seventeen minutes East, one hundred and five feet; thence (4) North twentysix degrees and thirty-five minutes West, seven hundred and two feet; thence (5) North fifty-two degrees and forty-eight minutes West, three hundred and thirty feet to a corner in the lands now or formerly belonging to one H. K. House; thence (6) North twenty-eight degrees and fifty-two minutes East sixty-seven hundred and seventy-seven feet to a point in the line of lands now or formerly belonging to one Linlot; thence (7) along said line of said lands of said Linlot South twentythree degrees and eleven minutes East, sixty-six feet; thence (8) North twenty-six degrees and twenty minutes East, nine hundred and fifty-eight feet; thence (9) South thirty-nine degrees and thirty-three minutes East, eighty-two hundred and seventyone feet; thence (10) South forty-one degrees and nine minutes West eighty-five hundred and two feet; thence (11) North twentynine degrees West, twenty-three hundred and sixty feet to a corner in the lands now or formerly belonging to one Keeper; thence (12) North fifty-three degrees and thirty-nine minutes East, twenty hundred and twenty-six feet; thence (13) North twenty-eight degrees and eight minutes West, twenty hundred and twenty-six feet to a point in the line of lands now or formerly belonging to one Hayes; thence (14) along said line of said lands of said Hayes, North fifty-two degrees and fifty minutes East, eleven hundred and twelve feet; thence (15)

North fourteen degrees and fifty-one minutes West, eleven hundred and twenty feet, to a corner in the lands now or formerly belonging to one Sheldon; thence (16) North seventy-six degrees and thirty-seven minutes East, thirteen hundred and seventy one feet; thence (17) North twenty degrees and five minutes West, twenty three hundred and fifty-eight feet; thence (18) North eighty degrees and four minutes West, twelve hundred and seventy-two feet; thence (19) South fourteen degrees and fiftyone minutes East, eight hundred and one feet to a corner in the lands now or formerly belonging to one Hayes; thence (20) South forty-five degrees and sixteen minutes West; thirtyseven hundred and eight feet; thence (21) South thirty-one degrees and six minutes East, sixteen hundred and seventy-three feet to the place of Beginning. Containing nine hundred and eighty-two acres and nine tenths of an acre of land more or less. Being that parcel or tract of land known as the "Hopewell Tract" and designated on the map hereto annexed as "Tract No. 1."

Socond Tract: Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Hardiston, in the County of Sussex and State of New Jersey:

Beginning at a point in the sixth course of the first tract described herein and distant thirty-nine hundred and forty-neven feet from the beginning point, the said sixth course, running thence (1) along said sixth course of said first tract North twenty-eight degrees and fifty-two minutes East, twenty-eight hundred and thirty feet to a point in the line of lands now or formerly belonging to one Linlot; thence (2) North twenty-three degrees and eleven minutes West, twenty four hundred and twenty feet; thence (3) North eighty degrees and seven minutes East, twenty-one hundred and forty feet to a

corner in the lands now or formerly belonging to one James Sharp; thence (4) North fifty-thrse degrees and two minutes Wast, seven hundred and eighty-one feet; thence (5) North nineteen degrees and forty-one minutes East, seventeen hundred and sixty-eight feet; thence (6) North thirty-eight degrees and fifty-nine minutes East eleven hundred and seventy nine feet; thence (7) South eighty five degrees and fifty-two minutes West, fifty-six hundred and twelve feet to a point in the line of lands now or formerly belonging to one Buckley; thencs (8) South five minutes East, eleven hundred and eighteen feet to a corner in the lands now or formerly belonging to one Sauter man; thence (9) South three degrees and twenty-nine minutes East, six hundred and forty-six feet to a corner in the lands now or formerly belonging to one Scott; thence (10) South twelve degrees and eight minutes, West, twenty-two hundred and twenty-one feet; thence (11) North sixty-eight degrees and fifty-one minutes West, nine hundred and twenty-five feet; thence (12) North twenty-three degrees and five minutes East, sight hundred and thirty-five feet; thence (13) North seventyons dagrees and twenty-ons minutes West, eight hundred and fiftsen feet to a point a short distance from the Westerly side of the road to Ogdensburg; thence (14) South twenty-five degress and twenty-two minutes West, forty-eight hundred and twenty-two feet; thence (15) South seven degrees and six minutss West, twanty-nins hundred and eighty-six feet to a cornsr of lands now or formerly belonging to one Munsen; thence (16) South fifty-eight dagrees and seven minutes East, nins hundred and twelve feet; thence (17) South fifteen degrees and nine minutes West, four hundred and seventy-eight feet; thence (18) South twenty-six degrees and thirty minutes West; seventeen hundred and sixty four feet; thence (19) North fifty-six degrees and fifty-two minutes Wast, ten hundred and sixty-four feet; thence (20) South twenty-eight degrees and one minute Wast, six hundred and seventy fact; thence (21) South sixty degrees and fifty-three minutes East seventeen hundred and eighty-three feet; thence (22) North twenty-five degrees and fifty-seven minutes East and crossing the tracks of the Central Railroad of New Jersey, forty-three hundred and thirty-eight feet; thencs (23) South fifty-two degress and forty-eight minutes East, six hundred and thirty three fest to a corner in lands now or formerly belonging to one Hayes; thence (24) North fifteen degrees and seven minutes East, two hundred and thirtytwo feet; thence (25) South eighty-eight degrees and fiftyseven minutes East, six hundred and sixty-one feet to a corner of lands now or formerly belonging to one Headley; thance (26) along said Headley's land, North forty degrees and thirteen minutes East, eight hundred and eleven feet; thence (27) North forty-six degrees and fifty-nins minutes East, twenty-three hundred and sixty fact; thence (28) South sixty-five dagrees and forty-nine minutes East, nine hundred and seventy-three fest to the place of Beginning. Containing thirteen hundred and seventy-six Acres and eighty-five one hundredths of an acrs more or lass, excepting therefrom, however, a tract of fiftyone acres and thirty-ons hundredths of an acrs more or less, included therein, now or formerly belonging to one Dacker, and designated on the map hereto annexed as "Exception No. 1." and a tract of eighteen acres and seventy-five hundredths of an acrs mors or less, included therein, now or formerly beloning to one Decamp, and designated on the map hereto annexed a "Exception No. 2" and a tract of five acres more or less included therein now or formerly belonging to one Kinney, and

deeignated on map hereto annexed as "Exception No. 3", and aleo a tract of thirty-five acres and eighty one-hundredthe of an acre more or less, now or formerly belonging to one Killage and designated on map hereto annexed as "Exception No. 4", the eaid premieee hereby conveyed, after deducting the said exceptions therefrom, containing in all twelve hundred and sixty-five acres and ninety-nine one-hundredths of an acre more or less. Being that parcel or tract of land designated on the map hereto annexed as "Tract No. 2."

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all reversions, remaindere, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, either in law or in equity, of the party of the first part as such receiver aforesaid, or of the said New Jersey and Pennsylvania Concentrating Works, of, in and to the above-described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the same unto the said party

of the second part, his heire and assigns, to his and their only proper use and benefit forever.

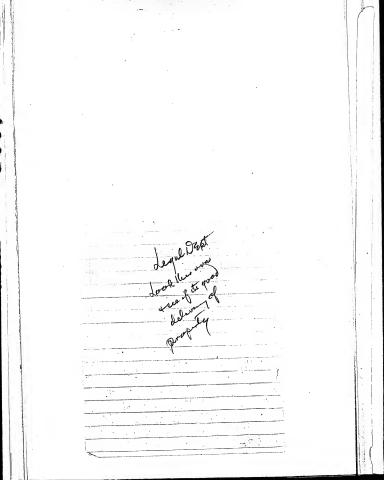
IN WITNESS WHEREOF, the party of the first part, as such receiver aforesaid, has hereunto set hie hand and eeal the day and year first above written.

Signed, sealed and delivered, ) in the presence of,

Edural Claston

Candolper enkins Social She Day Prong and leuraplacement tendent

State of New Jersey, County of Hudson BE IT REFERENCE, That on this thousty-sixtheday of August in the year of Our Lord One Thousand Nine Hundred and Eleven, before me, the subscriber, actionery at Law of hew Juney personally appeared Randolph Perkins, who, I am satisfied, is the grantor mentioned in and who executed the foregoing instrument, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed. Edward Clayton Ally, at law y new Jeney.



Nov. 8, 1911

Mr. Dyer:

Replying to the annexed memorandum of Mr. Edisan.

I have gone over the deed and the same appears to me to be in correct form, and the map agrees with the description of the property in the deed.

DElos Atoldum

DH/MJL

Made

PRESIDENT'S OFFICE Memorandum

2087

Nov. 11, 1911.

Mr. Holden:

Referring to your memorandum of the 8th inst. I do not think you have answered Mr. Edison's question. He wants to know if the deed in question will give him a good title to the property. Please reconsider the matter in order that I may advise him.

FID/IWW

I. Day

Nov. 14, 1911

Mr. Dyer:

Replying to memorand um No. 2007. I cannot say whether the deed in question will give a good title to the property, without having a title search made covering the past sixty years. Also copies of the decrees in the receivership proceedings of the New Jersey and Pennsylvania Concentrating Works. If you wish such title search made, kindly advise, and let me know if you have any preference as to who should make the search, as it would have to he made outside of this office.

DH/MJL

Monday

PRESIDENT'S OFFICE Memorandum

2091

November 27, 1911.

Mr. Holden:

Referring to your memorandum of the 14th inst. with attached papers, I suggest that you see Messrs. McCartor & English, who will probably be able to give you the proper assurances on the strongth of which I can advise Mr. Edison so that there will be no need of having a title search made. No doubt they looked into all these questions before proparing the deed.

FLD/IWW

F. L. D. Gregor

Enc

Mr. Dyer: Replying to the annexed memorandum referred this matter to Mr. Dyke and he states that the assurance of Mc Carter & English that by reason of the deed in question Mr. Edison is vested with the same title to this land as was formerly in the New Jersey & Pennsylvania Concentrating Works; that as to the tatle of said Company, no search was made by them, and they cannot pass an opinion upon said title until the same shall have been investigated. Delos Stolden What have been a proper of the second of the DH/MJL

December 13, 1911

herewith a letter from Mr. English which I think will give

DH/MJL

DELOS Hoden

MEGARTER & ENGLISH
COUNTELLORS AT LAW
PRUSCHILL SELIOND 735 BROAD ST.
NEWARK, N.J.
EGBERT RIMEGABLER
CONCRETE RELIEN
HERBELE HERKE, PARENT ATTORNEY
ARTHUR F. COURT

Newark, N. J. Dec. 11, 1911.

Delos Holden Esq., Edison Laboratory, Orange, N. J.

Dear Sir:-

You can assure Mr. Edison that his title to the property formerly owned by the N. J. & P. C. Works and which was recently conveyed to him by deed of the Receiver, is the same title as that formenly vested in the Company. Under the order of the court the Receiver sold this property to Mr. Edison. The Receiver could only convey such title as the Company itself had, inasmuch as Receiver he stood in the shoes of the Company. All of the legal formalities in conmection with the transfer were complied with to my personal knowledge and the title which Mr. Edison now holds is the self-same title which the N. J. & P. C. Works formerly held, and is subject to whatever encomprehences there were against that title.

Yours very truly,

Conon

Depre I seems impossible to make anywelf inverted to know to this What I want to know to this I received doma preoperty from a received doma property from for it, 1884 Nil he have a right to all me this property, + whoo, did hi give property, + whoo, did hi give property, + whoo, did be foolag or whatnot, properly confirmed by the Court who appointed him appointed him to do with the deads, tithes to af the property years ago

MANON 6, 1912

Replying to the annexed correspondence. I called on Mr. English yesterday, and he gave me his assurance that everything had been done in a legal and proper manner. The Reserver was properly appointed by the Court, and Mr. Edison's offer for the property was substituted to the court and was approved and an order entered authorizing the Receiver to accept Mr. Edison's offer, and transfer the property. The transfer having been made, Mr. Edison how holde such title as was formerly held by the Mew Jersey and Penneylvania Concentrating Worke.

DH-MJL

Aparin Brown Befry



THIS INDENTURE made the first day of November, 1911, between THOMAS A. EDISON, of Llewellyn Park, West Crange, in the County of Essex and State of New Jersey, of the first part, and EDISON PORTLAND CEMENT COMPANY, a corporation of New Jersey, having its principal office at West Crange, Essex County, in said State, of the second part, WIITNESSETH THAT

The party of the first part has hereby let and rented to the party of the second part and the party of the second part has hereby hired and taken from the party of the first part the lime stone quarry of the party of the first part known as the Oxford Quarry, situated near Oxford, in the County of Warren and State of New Jersey, together with all the machinery in the same belonging to the said party of the first part except the giant roll crusher hereinafter referred to, but including all boilers, hoists, engines, skips, derricks, drills, and fixtures appertaining to the sams and used in its operation, and also all buildings and stors houses and crushing roll plant used in connection with said quarry and belonging to the said party of the first part, with full liberty and power to work, quarry, carry away and dispose of all limestone and other rook to be found on said premisee, and for such purpose to operats and maintain said machinery, buildings, etc. and to build such roade in and over such lands as may be necessary or convenient.

TO HAVE AND HOLD said demised quarry, machinery, buildings and premises aforesaid unto the party of the second part, its successors and assigns, for and during the term of thres years from the day of the date

hereof, yielding and paying therefor rent ae hereinafter provided, but subject nevertheless to the right and license of the Pohatcong Railroad Company to maintain its tracke upon the land of the lessor as now laid, and to operate the same for railroad purposes in connection with said quarry.

In coneideration of the premises the party of the eccond part has covenanted and agreed and doth by these presents covenant and agree for itself and ite successors and assigns, with the party of the first part, his heire and legal representatives, that the said party of the second part at all times during the continuance of the said term of this lease, chall and will keep the aforssaid machinery, buildinge, etc. insured against loss by fire, with some responsible company in the sum of seventy six hundred dollars at the least, in the name of the leeeor, his heirs or legal representatives, and in the case of the destruction or damage of said property by fire the monsys received in respect of said insurance shall be laid out in rebuilding or reinstating the same, and eaid party of the second part will maintain, manage, use and operate and keep in good and working order, condition and repair at its own expense, the eaid quarry and the equipment thereof, and shall and will deliver up the eaid quarry and all ite eaid buildinge, machinery, fixtures, and appurtenancee at the expiration of eaid term in good order and repair.

The party of the second part agrees that on the first day of Movember of each year it will pay in advance as annual rental for the premisee, fixturee, and equipment hereby demised, the sum of three thousand, three bundred and thirty nine dollare and fifty five cente (\$3339.55), or a sum equivalent to six per cent per annum of the total amount invested by the party of the first part, and

that it will also pay all taxes and assessment that may at any time hereafter during the term of this lease be imposed upon the party of the first part under the authority of the United States, State, County, City, or Township laws, upon the whole or any part of said quarry, its buildings and appurtenances on any property hereby desieed, and also the cost of the ineurance thereon and the repairs and maintenance thereof as hereinbefore specified.

That upon the erection of the Edison giant roll crusher upon said premises hereby demised as contemplated by the parties hereto, the same shall be leased by the party of the first part to the party of the second part upon conditions eimilar to those of the present lease, upon payment of a suitable annual rental therefor to be agreed upon by the parties hereto and which shall be equal to six par cant (6%) of the cost to said party of the first part of said Edison giant roll crusher, including the cost of sraction thereof upon the said premises.

The party of the first part hereby grants to the party of the second part the right and option to purchase the entire property covered by this lease at any time during the term thereof upon payment to the party of the first part of the amount of his investment in the same, together with interest thereon at the rate of six per cent (6%) up to the time of the exercise of said option, from which amount chall be deducted all sume paid as rental heresunder.

That the party of the second part will assume and pay all damages, demands, and liabilities which may arfas or be incurred by reason of any injury or damage to persons or personal or other property, and all other damages whatsoever resulting from or growing out of the maintenance, repair and operation of said quarry by the party of the second part, and the party of the second part agrees to indemnify and save harmless the said party of the first part against all expenses, damage and costs by reason of any of the matters and things aforesaid.

This lease is upon the condition that the failure of the party of the second part for a period of three months to perform the covenants of this lease as to payment of rent by it stipulated to be paid, shall terminate said lease if the party of the first part shall so elect.

IN WITNESS WHEREOF the said parties of the first and second parts have caused these presents to be executed in duplicate as of the day and year first above written.

Witness to signature of Thomas A. Edison Harry J. Millery

EDISON PORTLAND CEMENT COMPANY

Thos ON

Womselony

Secretary.

-

COURESPONDENCE Martin E. Thomas and Thomas A. Edison
June 1911 - December 1912
Relates to claim in talking picture
inventions.

newyork. when it have accompany catoh actifictures neh accompanied by the notural to the There will ? , I will much it to this and are what it he y of seconlytic elictrical develop This ilm when

MEADOW OROFT. your July martin & The Me want 10 be caufu with this man. He elains to be obtaining U. S. patouts.

Dec 23/12

Markin E. Thomas

ADDRESS: [3. Those s. Editon [1. Maron [1. Mar

Workers Sur or W. Street 911

St is hereby agreed and undersacted between The a Colored a Colored a WS Wallory or Colf Claver for the long as they are counted with the in General, and attend to the business of pulling out the Grant Rolls for drawbong back, who during the transfer plants who draw the clavery flants of the plant of the colored for the point of the property of the transport of Rolls will access by after one each to become by Colored or property received by Colored of Rolls was for Createry of the tropally received by Colored of the tropally of the to each of to the point as received at the last of the total research of the t

deducted + pain to - Hicks

occurred in commentor with the introduction with the introduction coffee ralls It shall be the desty of Mr Mallony to look coffee the Gunner End + the hilly of We Munion to attend to the Munion to attend to bloody success content in cases when pre executed in cases who so we had or rolls over to be who so work of the royalling above of he came to be the pale compensation.

In case Ether Mallony or

Mason ceme to 62 connected

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is to be reduced from 1/8 of to 1/16, but in case Edwardoued die theer. ours to continue to perform their declies as respect who deceny + cellending to the Ralls already relucatives A shall received their full royally of 1/8-after the decdeduced >

LIST OF EDISON CHUSHING BOLL COMPANY LICENSEES.

PIRM	DATE	OF CONTRACT	OF PLANT
Benson Mines, Original Rew	inal Contract,	4/23/07	Benson Mines, M.Y.
Sibley Quarry Co. la Church Quarry Co.,	ter	7/15/07	Bibley, Wich.
United States Crushe	d Stone Co.,	7/24/08	Mo Cook, Ill.
Little Falls, Stone	Company,	2/27/09	Little Falls, B.Y.
Tomkins Cove Stone	Co.,	5/ 8/09	Tomkins Cove, H.Y.
Mational Limestone	Do.,	7/26/09	Martinsburg, W. Va.
Kelley Island Lime		8/26/09	White Rock, Ohio Akron, " Marblehead, "

after paying advances made by The Edwar and current expenses - 10% of next to go to Hicker - and 121/2% of tolarce to go each to W. E. Theseon and W. S. Theseony - payment to the made

CORRESPONDENCE

March 1913

Re: Kinetophone
Letters from Carmine Bastile re
claim to invention of Talking Pictures

## BASILE AUTOMOBILE CO.

"THE PERFECT AUTO"

TREMONT STREET, ROOM 39,

TELEPHONE 2112 FORT HILL.

BOSTON, MASS., Oct. 16/11

In Thomas a Edison Orange 8. J. Dear Sir: -I have been working for some sime on "Gerpefual Motion, with success. The your believe on Tespechal notion. and you are willing to advence, my expense. for the trip of trust only you to see the drawings - may 29/1, I had a talk with your Chief Engineer Im Bliss, about one idea what I have in making the moving picture balking, but I don't it plened stoling to him Of I caniconfire with your I will be glad to explene to your both Bespectfully yours
Calinine Basile 334 Hanover Street

DEVINE, GIBB & YORK COUNSELLORS AT LAW

MEADON CRUFT all all of Flich Mer oh 7, 1913. Mr. Thomas A. Edison, C/o Edison Laboratones,

Orange, H. J.

Dear Sir: In re Carming Basile vs. Thomas A. Edison

Mr. Carmin& Basile, of this city, has placed with this office the matter concerning his interest in the invention of the talking machine with motion pictures, which has recently been put on the market by you.

Mr. Basile informs us that in 1911, in compliance with your letter to him, dated May 18, 1911, he went from Boston to your laboratoriss at Orange, N. J. and spent considerable time with your chisf snginser, Mr. B. M. Bliss, and others, in explaining his invention, which, he informs us, is practically the same as that used by you in connection with your talking machines with motion piotures.

Before giving the information to your engineers at the laboratory.

ir. Besile states that he was advised that if he explained his invention, and it proved practical, it would be very valuable, and if used by you, he would be paid liberally for same. He further states that he has received no response to his letters written to you since his visit to your laboratories.

We should be pleased to take this matter up with you, or your representative at your earliest convenience.

Awaiting your reply, we

remain,

Very truly yours,

very truly yours,

Newark, N. J.

March 17, 1913.

Mr. Wm. H. Meadowcraft, o/o Edison Laboratory, Orange, N. J.

Dear Mr. Meadowcraft:

I have your favor of the 15th inst. and enclose a letter which covers the circumstances as far as I can recall.

I don't believe there is anything in it but an attempt at a hold-up. It is certain that if he had anything of any value whatever, it would have been taken up further. Rattin E. Thomas of Virginia is the only one that submitted anything definite on this subjoot and of which you have full information.

Very truly yours,

DM Bliss

DMB/RM

P. S. I enclose herewith, an application from a man who seems to have considerable experience in steam engineering and power house work. It is possible that he might be useful to you.

Newark, N. J., Mer. 17, 1913.

Mr. Thos. A. Edison, Orange, E. J.

Dear Sir:

and York, of Maroh 7th and forwarded to me by Mr. Peadeworaft regarding the alleged olain of Er. Carmine Bealle, of a talking picture system, the circumstances as mear as I can receal are as follows:

in the spring of 1911 and presumably this was in. Bestle. The time may have been key lists as he states. He had two invontions to talk about. One was an automatic float for fishing gear and the other was about talking pictures. In a call that he gave any datailed description to talk about. One was an automatic float for fishing car and the other was about talking pictures. In a call that he gave any datailed description, he would like to have seen the stated, the like the stated that he was the stated that the picture of the stated that the state of the stat

I don't remember getting any letters or drawings from him, nor any further information. If he has written further, the letters will undoubtedly be on fills. If these had been any information given me at the time, or any drawings, they would have been promptly submitted to you.

If there is anything further that I can do in the matter, please advise me.

Very truly yours,

Mr Bliss

. DMB/RM

## NOBLE, ESTABROOK & MºHARG

IIS BROADWAY

ENRY D. ESTABROOK BRISSY MSHARG BRIANDO P. NETCALF "PERJAG" NEW YORK

NEW YORK March 24, 1913.

Thomas A. Edison, Esq., o/o Edison Laboratory, Orange, New Jersey.

Dear Sir:-

Referring to the letter of Mesers. Devine, Gibb & York of 6 Beacon Street, Boston, of March 7th, and your reply to them of March 15th, we beg to call your attention to the fact that Mesers. Devine, Gibb & York have not heard further from you as indicated in your letter of March 15th. Meauwhile, we have been consulted by Mr. Devine of that firm and requested to take up the matter covered by their correspondence with you. Will you, therefore, let us hear from you in response to the letter of March 7th above referred to, as indicated in your letter of March 15th?

NOBLE, ESTABROOK & MOHARG,

By Such Notice

HN/AMOD

1 Mr. Edison: Jacking Priotus to/ m. Baiss will find his raply I have lod an examination of the letter files made, and do not find any Eke, or letters from Carmine Basile WH dleadow nof 4 march 25/13 I have un unpression went over to Boston to see some allege talling pictures that were being exhibited

March 27th, 1913.

Messrs. Roble, Estabrock & Mc Harg,

115 Broadway.

How York City.

Gentlemen: -

your favor of the 24th instant referring to the truesty of Mesours. Devine, Gibb & Novicof March to the conting cortain claims made by one Carmine Small of an alleged interview with our tir. Dillen in regard to talking motion pictures.

Having investigated this matter, I have learned from Mr. Blism-that he received a call from a young Italian in the Spring-of 1911, (nousthly Mr. Pacile) who had consumed in the form of t One concerned an automatic float for flahing fleer, and the other was in regard to talking pictures. In hise states that the fealian visitor idd not give any detailed description of his ideas in regard to talking pictures, but simply stated that when ho (the Italian) was that in the same one to see when ho (the Italian) was Italian that if he had devised any-it. Mr. Elise took that in the int if he had evised any-thing of real that was patentable, we night be interact-ed in seeing in the had. Mr. Bliss states that at dais interries seeing setting of the Italian's alleged device for intermediate that he had the set of the control of the

Mr. Basile has written us a number of letters which have not been answered, let me say that I have had seach made through all our letter files and find only one letter from him, dated October 16th, 1911, addressed to Mo.

Messrs. Noble, Estabrook & McHarg, Page -2-March 27th, 1913.

For your information I give you below a copy of this letter:

"Boston, Mass. Oct. 16/11.

Mr. Thomas A. Edison, Orange, N. H.

Dear Sir:-

I have been working for some time on "Perpetual Mction" with success.

If you believe on "Perpetual Motion" and you are willing to advance my expenses for the trip I trust only you to see the drawings.

On May 29/11 I had a talk with your Chief Enginer Mr. Bliss, about one idea what I have in making the moving picture talking, but I didn't explained nothing to him.

If I can confer with you I will be glad to explain to you both.

Respectfully yours,

Carmine Basile,

337 Hanover Street."

For the last thirty five years or more, every mail brings among them, among them among the second third them among the second the second the second them among the second the second them among the second them among the second the second them among the second the se

I have taken the trouble to enter into a full explanation of the matter so far as I am concerned, so that you may see how utterly groundless the claim is that your cliont has presented.

## Legal Series Richard W. Kellow File 1912

Contract with Mendel Samuel & Sons (1912) [env. 110]
Final Decree — Estate of John Kruesl (1912) [env. 118]
Lease — William L. Edison (1912) [env. 120]
Contract with Merck & Co. (1912) [env. 124]
Agreement with Solvay Process Co. (1912, 1914) [env. 128]
Agreements with Henry Ford (1912, 1925) [env. 132]
Royalty Payments to Coats Family (1912) [env. 134]
Correspondence — Dunderland Irno Toe Co.(1912, 1914) [env. 140]
Option to Purchase to Federal Storage Battery Car Co. (1912) [env. 201]

CONTRACT

Thomas A. Edison

Mandela Sursul & Son

January 2,1912

telates to purchase of scrap from Thoma
Edison Laboratory

Gulle Helpess "Edison New York"

Trom,theLaboratory Thomas A. Edison, Orange, N.J. J ... 2,1912

## CONTRACT

Thomas A. Edison ( Laboratory) hereby agrees to eell and Mendel Samuel & Sons of 157 Commerce Street, Hewark, H.J., agrees to buy all the accumulation of sorap metal as classified below that his Laboratory may offer for sale during the period ending June 29,1912.

Brase turnings Brass clippings Sorap brase

Skeleton Brass

No. 1 Copper

Ho. 2 Copper

Ho. 3 Copper

at 68% of the price of Lake Copper as determined by the EngineersMcc. Enting Journal of few the needs the material-14% of the price of Lake Copper as determined by the EngineersMcc. & Mining Journal of ionus the week the material is delivered.

At 94-14% of the price of Lake Copper as determined by the EngineersMcc. At 94-14% entired by the EngineersMcc. At 94-14% entired by the EngineersMcc. At 166-1/4% of the price of Lake Copper as determined by the EngineersMcc. & Mining Journal of ionus the week the material 1-14% of the price of Lake Copper as determined by the EngineersMcc. & Mining Journal of ionus the week the material-14% of the price of Lake Copper as determined by the EngineersMcc. & Mining Journal of ionus the week the material journal of ionus the week the material journal of ionus the week the material is delivered.

All scrap steel, iron, tin

At \$ 6.56 per gross ton.

Thomas A. Edison, Laboratory, Contract, Page - 2 -

Net cash for all deliveries during any one month the fifth day of the eucceeding month. Failure to comply with this condition may at the option of Thomas A. Edison terminate this contract.

Delivery: The meterials to be weighed, handled and carted from the Thomas A. Edison, Laboratory, by and at the ox ense of Mendel Samuel & Sons, but according to the weighte and olassifications determined by the Thomas A. Edison, Laboratory. The failure of Mandel Samuel & Sons to cart away from the Thomas A. Edison Baboratory during any two weeks the accumulation of ecrap material set saids by us for your truck say at the option of Thomas A. Edison terminate this contract.

The Thomas A. Edison(Laboratory) shall have the option thirty days before the expiration of this contract to renew it for another six months ending December 31,1912. ACCEPTED ACCEPTED

MENDEL SAMUEL & SONS

Mundel Samuel Hond

THOMAS A. EDISON. LABORATORY.

By H. Miller Secretary

FIRST - DEGREE
FIRST and John Insuli
Trustees for John Krussi
January 9, 1912
He; Lettlesent of account of above parties
in Estate of John Brussi

Fol. 1

At a Burrogate's Court, held in and for the County of Behenectady, at the Burrogate' Office in the City of Schenectady, on the 9 day of January, 1912

SURROGATE'S COURT, County of Schenectady

IN THE MATTER

01

The Judicial Settlement of the Accounts of THOMAS A. EDISON and SAMURE INSUL as surviving Executors and Trustees of and under the Last Will and Testament of JOHN KRUSSI,

Deceased

(copy)

FINAL DECREE

EATON, LEWIS & ROWE,
ALLOTROPS (or \_\_\_ Potitioners \_\_\_\_ SO CHURCH STREET (CONTLANDT BULLDING.)
NEW YORK

PRESENT:

HOM. ALEXANDER H. VEDDER.

Surrogate.

----X

IN THE MATTER

o٤

The Judicial Settlement of the Accounts of THOMAS A, EDISON and SANUSE INSULE, as surviving Excounters end Trustess of and under the Lest will and Testament of JOHN KRUSE.

FINAL DECRYS.

Decemped.

THOMAS A. EDISOF and SAMDEL INSULL, as surviving Executors and Trustees of and under the Last Will and Testament of John Kruesi, deceased, having hereforee, on the 27th day of December, 1911, duly presented their petition in writing, praying for a final settlement of their accounts as said surviving Executors and Trustees of and under said Last Will and Testament of said John Krussi, late of the County of Schenectady, deceased, and a citation having been thereupon duly issued to all persons interested in the estate of said deceased, requiring that he appear in this Court on the 9th day of Jamuary, 1912, at 10 o'clock in the forencon of that day, and attend the judicial settlement of the account of the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees, and the said citation having been returned with proof of due service thereof personally upon John Kruesi, an infant over the age of foutcen (14)

years and waivers of the issuance and service of the citation having been duly executed and acknowledge by August H. Kruesi, Claire L. Kruesi, Franklin R. Kruesi, Paul J. Kruesi, Walter E. Kruesi, Olga A. Kruesi and Emily K. Brown, and allof said waivers having been heretofore duly filed and the reday of said offention having been duly anjourned to the day of James 7; 1978; and the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees, having appeared by their attornoys, Mesers, Eaton, Lewis & Rowe, and filed their accounts as said surviving Executors and Trustees, together with the vouchers in support thereof; and there having also appeared in said return day August H. Kruesi, as general guardian of John Kruesi, aforesaid, and none of the other persons named in said citation appearing in person or by attorney, and no objections to the said accounts having been filed and the time to file any objections thereto having expired;

All the soid matter having been duly adjourned to this day, the said Surrogate, after having examined the said accounts and vouchers, now here finds the state and condition of the said accounts to be as stated and set forth in the following summary thereof, made by the Surrogate as judicially settled and adjusted by him, to be recorded with and taken to be a part of the decree in this matter, to-wit;

A SURMARY STATEMENT of the accounts of Thomas A.
Edison and Samuel Insull as surviving Executors and Truntees
of and under the Last will and Testament of John Kruesi,
deceased.

Said Executors and Trustess are charged as follows:

With amount of Schedule A, being all property other than semey, recolved from Rosama Batchelor, as Executin of the Leat Will and Testment of Charles Batchelor, deceased coexocutor and co-trustee,

\$57,612,25

Brought forward, 657,612,85 With amount of Schedule B, being all moneys received by or through Rosanna Matchalor as Executrix of the Last Will and Tosta-ment of Charles Batchelor, deceased co-798.58 executor and co-trustee, With amount of Schedule E, heing income re-1.711.44 860,122,27 Total.

Said Executors and Trustees are credited as follows:

With amount of Schedule G, being loss on se-9 6,863,41 curities sold and distributed,

ceived.

A

with amount of Schedule I, being income paid 1,645,00 out.

With amount of Schedule J, being moneys paid for necessary expenses of administration, 475.02

With amount of Schedule K, being amount of secu-rities distributed in kind to beneficiaries, 11,050,00

With amount of Schedule K-1, being moneys dis-1,697,50 tributed to beneficiaries, \$21,770,93 Total,

LEAVING in their hands as said surviving 38.391.34 Executors and Trustees a balance in cash of

AND it appearing that said Thomas A. Edison and said Samuel Insull as said surviving Executors and Trustees of said Last Will and Testament of Charles Batcholor, deceased, having fully accounted for all the moneys and property of the estate of John Kruesi, deceased, which came into their hands as said surviving Executors and Trustees of said Last Will and Testament of John Kraesi, deceased;

AND it further appearing that by an instrument in writing, dated Harch 29th, 1911, and duly executed by August H. Kruesi, Emily K. Brown, Walter R. Kruesi, Franklin E. Kruesi, Olga A. Kruesi, Claire L. Kruesi and August H. Kruesi as general guardian of John Krussi, being all the beneficiaries under said Last Will and Testament of John Kruesi, deceased, said beneficiaries have requested that certain payments be made to various persons, including a payment of Thirteen

hundred dollars (\$1500.) to August H. Kruesi, as guardian of the person and estate of John Kruesi for his support, education and maintenance until he arrives at the age of twenty one (21) years, as mill more particularly appear, reference being had to a copy of maid instrument in writing, set forth in Exhibit I of Schedule M of the account of maid Thomas A. Ráison and Scanel Insull as said murviying Executors and Trustees!

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12

AND it further appearing that the said August II.

Kruesi, as said guardian of the person and estate of the said
John Kruesi, has duly executed and filed in this Court a
request and consent that the aforesaid mum of Thirteen
hundred dollars (\$1300.) for the support, aducation and maintenance of the said John Kruesi until he arrives at the age
of twenty ene (21) years he reduced to goven hundred and ten
dollars (\$ 710.00 );

AND it further appearing by Schedule M of the accounts of the said Thomas A. Milson and Samuel Insuil as said surviving Executors and Trustees that the distributive shares of the beneficiaries under the said Last will and Testcasent of John Krussi, deceased, are to be charged or oredited, as the case may bu, or account of furniture and household effects heretefore distributed by and between said beneficiaries, as will more particularly appear, reference being had to said Schedule M of said accounts;

AND the accounts of the said Thomas A. Edison and Samuel Insull as said surviving Resentors and Trustees, having been adjusted by the said Surrogate and a summary statement of the same having been made as above and herewith resorded, it is hereby

OFFICERED, ANYDOTED AND DEGREED that the said accounts of the said Thomas A. Edison and Secuel Insull as said surviv-

ing Executors and Trustees be, and the same are hereby, judicially settled and allowed as filed; and it is

FURTHER ORDERED, ADVIDUED AND DEGREED that out of the balance so found as above, the said Thomas A. Midson and Seasel Insull, an said surviving Executors and Trustees pay to Edwin C. Angle, Twenty five dollars (\$25.) as his allowance for sorvices as Special Guardian of John Kruesi in this accounting; and it is

MURTURE ORDSHUD, ADDRESS AND DEGREEN that the said thomas A. Raison and Sameel Insull as said surviving Executors and Trustees pay to August H. Kruestias guardian of the person and estate of John Kruesi, the mus of Seven hundred and ten dollars (\$710.) for the support, education and maintenance of the said John Kruesi until he arrives at the age of twenty-one years; and it is

FURTHER ORDERED, ADVIDED AND DECREED that the said
Thomas A. Réison and Samel Insull as said surviving Executors
and Trustees pay to Olga A. Krudeithe sum of One thousand
twenty three and 3/100 dollars (\$1023.03) pursuant to
paragraphe numbered SECOND and FIFTH of Exchibit I of
Schodule II of the accounts herein; and it is

MURTHER ORDERED, ADVIDED AND DECRARD that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Claire L. Kruesi the sum of One thousand three hundred twenty seven and 29/100 dollars (\$1,527,29) pursuant to paragraphs numbered THTMD and MPHM of Edibit I of Schedule M of the accounts herein; and it is

MINTHER ORDERED, ADMIDGED AND DEGREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors

16

13

and Trustees pay to August H. Kruesi as guardian of the person and estate of John Kruesi the sun of Right hundred seven and 75/100 dollars pursuant to paragraphs numbered FOURTH and FIFTH of Echibit I of Schedule M of the accounts herein; and it is

FURTURE ORDERED, ADJUDGED AND DECREED that the said Thomas A. Edison and Sumuel Insull as said surviving Exception and Trustees pay to Walter E. Kruesi the sum of One hundred fifty five and 70/100 dollars (\$155.79) pursuant to paragraph numbered MIFH of Edibiti I of Schedule II of the accounts hereinj and it is

FURTHER ORDERED, ADVIDED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Franklin R. Kruesi the sum of One hundres fifty five and 79/100 dollars (\$155.79) pursuant to paragraph numbered NIFTH of Echibit I of Schedule M of the accounts herein; and

FURTHER ORDERED, ADJUDIED AND DEGREED that the said Thomas A. Rdison and Samiel Insull as said surviving Executors and Trustees pay to August H. Kruesi as general guardian of John Kruesi (upon the said August H. Kruesi as conetaing and depositing with the Surregate the bend hereinafter provided for) the sum of Right hundred fifty dollars (8050.), the cash value of one 5% \$1000 bond of the Metropolitan Street Railway Company on the 24th day of November, 1911, the said general guardian of said John Kruesi having elected to take only one of said bonds in kind and the proceeds of one of said bonds in cash; and

IT APPEARING that after Thomas A. Edison and Samuel Insull as said executors and trustees have paid the

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16

amounts hereinabove directed to be paid, there remains in their hands a balance of Thirty three thousand three hundred thirty six and 69/100 dollars (\$33,536.69); it is

NURTHER ORDERED, ADJUDGED AND DEGREED that the said thomas A. Edison and Sequel Insull as said surviving Executors and Trustees pay to August H. Krubsi Four thousand four and 31/100 dollars (\$4,004.31) which is his distributive one eighth share of the residuary entate less the reduction therefrom of One hundred sixty two and 77/100 dollars (\$162.71) made pursuant to Schedule H of the accounts herein; and it is

NURTHER ORDERED, ADJUDGED AND ESCREED that the said Thomas A. Relson and Semel Insull as said surviving Executors and Trustees pay to Peul J. Kruest Your thousand forty two und 01/100 dollars (\$4,042,01) which is his distributive one eighth share of the residuary estate less the reduction therefrom of One hundred twenty five and 7/100 dollars (\$125,07) made pursuant to Schedule M of the accounts herein; and it is

MUNTHER ORDERUD, ADUDARD AND DEGURED that the said thomas A. Raison and Samuel Insull as said surviving Executors and Trustees pay to Baily K. Brown Thrus thousand two hundred six and \$2,100 dollars (\$5,206.20) which is here distributive one eighth share of the residuary estate less the reduction theorems of Mine hundred sixty and 77/100 dollars (\$960.77) made pursuant to Schedule M of the accounts herein; and it is

PURMER ORDERED, ADVIDGED AND DEGREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Walter E. Kruesi Four thousand two hundred forty eight and 6/100 dollars (\$4,246,06) which

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is his distributive one eighth share of the residuary suthte plus the addition thereto of Eighty and 08/100 dollars (\$60.98) made purmuent to Schedule N of the accounts herein; and it is

YURTHER ORDERED, ADVIDED AND DECREED that the said Thomas A. Edison and Semiel Insull as said surviving Executors and Trustees pay to Franklin E. Kruest Four thousand four hundred ninety one and 46/100 dollars (\$4,491.46), which is his distributive one eighth share of the residuary estate plus the addition thereto of Three hundred twenty four and \$8/100 dollars (\$524,33) made pursuant to Schedule N of the accounts herein; and it is

MURIEUR ORDERED, ANNUOUD AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trussess pay to Olga A. Kruesi Your thousand five hundred sixteen and 12/100 dollars (34,516,12) which is her distributive one eighth share of the residuary estate plus the addition thereto of Three hundred forty nine and O3/100 dollars (8549,03) made pursuant to Schedule N of the accounts herein; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Clairs L. Kruesi Four thousand five hundred twenty three and 87/100 dollars (\$4,523.07) which is her distributive one cighth share of the residuary estate plus the addition thereto at Three hundred fifty five and 98/100 dollars (\$355,98) made pursuent to Schedule H of the accounts herein; and it is

FURTHER ORDERED, ADJUDIED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviying

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Executors and Trustees pay to August H. Kruesi as general guardian of John Kruesi (upon the andd August H. Kruesi executing and depositing with the Gurrogate in his office a bond running to maid infant, John Krueni, as provided by Section 2746 of the Code of Civil Procedure) Four thousand three hundred five and 33/100 dollars (\$4305.33) which is John Kruesi's distributive the eighth share of the residuary estate plus the addition thereto of One hundred thirty eight and 23/100 dollars (\$136.23, made pursuant to Schedule H of the accounts herein and

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IT MUNTHER APPRANIES by the supplemental afridarit of John C. Rowe, verified the 12th day of January, 1912 and filed herewith that the accrued interest on the bank balance of the estate in the Yarmers' Loan & Trust Company to the 12th day of January, 1912 is \$98.60 and that since the 11th day of December, 1911, the date of the closingof the accounts herein, the said executors and trustees have incurred cash outlays as more particularly set forth in said supplemental affidarit amounting to \$5.73 leaving a net cash balance of account of said account discrete assembling to \$92.87, it is

FURTHER ORDERSO, ADJUDIED AND DEGREED that the said Thomas A. Edison and Semuel Insull as said surviving Executors and Trustees pay to such of the following named persons the further sums set opposite their respective names, to-wit: To August H. Kruesi, \$11.67; to August H. Kruesi as Guardian of Yohn Kruesi, \$11.60; to Olga A. Kruesi, \$11.60; to Claire L. Kruesi, \$11.60; to Emily K. Brown, \$11.60; to Fanl J. Kruesi, \$11.60

FURTHER ORDERED, ADJUDGED AND DECREED that upon

8 complying in full with the terms of this decree the said
Thomas A. Maison and Sommed Insuil as said surviving Executors
and Trustees of the Estate of John Kruesi, decommed, be,
and the same hereby are, discharged of and from all limbility
on account of their acts and doings with respect to the
matters embraced in their said accounts.

ALEXANDER M. VEDDER SURROGATE

A.B.C. CODE USED CABLEGRAMS"EATWIS NEWYORK! YELEPHONE"7987 CORTLANDT."

Law Offices

EATON, LEWIS & ROWE,
S, B. EATON, RETIRED.
EUGENE H. LEWIS, DEC'D.
JOHN C. ROWE.
C.E. COLLINGAN.
L.W. DARNARO.
H.H. FLAGG.

30 Church Street (cortland Building)

Thomas A. Edison, Esq.,

Edison Labratory,

Orange, New Jersey.

Dsar Mr. Edison:-

On the 9th day of January, 1912 the Surrogate signed a decree finally settling your and Mr. Insull's accounts as surviving executors and trustees of the Estats of John Krussi, decemsed.

I suclose herewith for your files a copy of the decree as signed. You will observe that it directs to whom moneys are to be paid and the amounts of such payments.

I also anclose herewith ten checks which, you will observe, have been signed by Mr. Insull and which require your signature above that of Mr. Insull's. Mr. Neadowcroft will doubtless check for you the amounts specified in the checks with the amounts awarded to the different heirs in the decree. The payment to Mr. Angle of \$25 is for his services as special guardian. It is provided for in the decree. The check to my firm for \$5.73 is also referred to in the decree. You will also observe that there is one check to the order of

## T. A. E. #2

American Express Company, Agente. This represents the amount due Mies Olga Krussi. It is to be transmitted through the American Express Company. That is why the check is in this form. Won't you please signed these checks at your convenience and return them to me?

Youre very truly,

Feb. 14th, 1912

John C. Rowe, Esq., 30 Church St., New York City.

Dear Mr. Rowe:- '

Your favor of the 9th instant was duly received, together with copy of the Surrogate's decree finally settling the accounts of Hr. Insull and myself as surviving executors and trustees of the Estate of John Kruesi, decessed. I also received ton checks in settlement of the estate, and have signed these and now return them to you.

Yours very truly.

TAE/ES

1%.



Mush falin

my dear Frather -

he have rented the house

which I had an option on Japen me Congrame down and well occupy same on the fiftenth of Journary. We have given the shale and please until the great that shale and them with the property of the step hagens the satt transfer the two class lake to have transfer that the class of the month, making it will be made out to be made. It is closed to to be made not transfer. It closed to to be made not transfer. It closed to the made of the same of the sa

9 am.

Secretaly

12/30/11

William

House vento for 300. per year.

This lease, made this twentieth day of January, in the year nineteen hundred and twelve, between the Wicomico Realty Company, a Corporation oreated by and existing under the laws of the State of Maryland, party of the first part, and William Leslie Edison, of Wicomico County, State of Maryland, party of the second part, witnesseth:

That the said party of the first part, in consideration of the payment of the rent hereiniter expressed to be paid, does hereby demise and lease unto the said party of the second part, subject to the restrictions and reservations hereinafter set forth, that certain dwelling house or residence situate on the North side of the Wicomico River, near the Western corporate limits of the City of Salisbury, in Salisbury Election District, Wicomico County, State of Maryland, recently occupied by William C. Mitchell as a dwelling, together with the outbuildings connected therewith and a small amount of land adjacent thereto for the purpose of a garden and pasture, not exceeding five acres.

To have and to hold the above demised property unto the said William Leslie Edison for a term of one year, beginning on the lat. day of February, 1912, and ending on the Sist. day of January, 1913, the said William Leslie Edison yielding and paying therefor the sum of three hundred dollars, payable in twelve equal payments of twenty-five dollars each at the beginning of each and every month during the term of this lease, the first payment for same being due on February lat., 1918.

"rovided that if the said rent shall be in arrear at any time, then it shall be lawful for the said party of the first part, its shooessors or assigns, to make distress therefor.

and provided further that if the said rent shall be in arrear in whole or in part for a period of two months, then it shall be larful for the said party of the first part, its successors and assigns, to re-enter upon the hereby demised property and hold the same until all arrearages of rent thereon and all expenses by reason thereof shall be fully paid, and hold the same as if this lease had never been made.

And the said party of the second part does hereby covenant that he will pay unto the said party of the first part, its successore and accigns, the sum of three hundred dollars, payable in twelve monthly payments of twentyfive dollars each, at the beginning of each and every month during the term of this lease, the first payment for same to be made on February 1st,, 1912.

And the said party of the second part does hereby covenant and agree that at the expiration of this lease, or at its earlier termination as hereinafter provided, he will quietly surrender possession of the premises hereby leased in as good condition as when received, ordinary wear and tear to the improvements excepted.

It is understood and agreed by and between the parties hereto that the party of the first part hereby reserves the right to show the property hereby demised to prospective purchasers during the term of the lease, and that if the said party of the first part chall make a bona fide sale of said property during the term of said lease and the purchasers shall desire possession of said property, the said party of the second part will vacate same upon sixty day's written notice that the eaid property has been sold, and the rent for said property shall cease and terminate whenever said property shall be vacated upon the written notice of the said party of the first part.

It is further understood and agreed by and between the parties hereto that the party of the first part hereby reserves the right to open streets through the land adjacent to the aforesaid dwelling house at such places as it may deem desirable for the purpose of developing its property, and that it also reserves the right to tear down and remove the barn situate near the aforesaid dwelling.

As witness the corporate seal of The Wicomico Realty Company, and the signature of Samuel P. Woodoock, Vice-president thereof, attested by William P. Woolston, Secretary thereof, and the hand and seal of William Leslie Edison in duplicate the day and year first above written.

Test:

Chas & Mails

Sunnel Movodor Vice-president of The Wicomico Realty company.

Secretary.

CONTRACT

Larack & Commany
to to the Contract Stormer Battery Co.

ANAL Al. 1912

Ne: Lithium Carbonate for period of four years.

OFFICES: 45 Park Place WORKS: ST. LOUIS

RAHWAY, N. J.

E. MERCK'S

DARMSTADT LABORATORIES

Founded 1668

MERCK @ CO.

MANUFACTURING CHEMISTS NEW YORK

NEW YORK. g/ks/

The Edison Storage Battery Co.

0 range New Jersey

May 11,1912

Gentlemen: -

In accordance with the kind directions of your Mr. Thomas A. Edison we have entered for you the following order:

QUANTITY AND ARTICLE: Your entire requirements of LITHIUM CARBONATE during four years ments of LITHLUM CARSSIARTS during four yet from to-day's date, not less than twenty four (24) tons per year nor more than two hundred (200) tons per year. Caches: Same as heartren PRICE: 8.55 per 1b. barfels inclusive,

F.O.B. Orange, N.J.

Net thirty days or less 1% discount TERMS: for cash in ten days.

DELIVERY: Not less than two (2) tons per month nor more than sixteen (16) tons per month.

REMARKS: If you abandon the use of LITHIUM CARBONATE you are to give us six calendar months' notice of your intention to do so.

The LITHIUM CARBONATE furnished you under this contract is to be used by you for your own manufacturing purposes and is not to be resold.

Faithfully yours,

MERCK & CO.



AGREEMENT, made this 300 day or fully, 1912, between THOMAS A REISON, of blowellyn Park, west Grange, Essex Gounty and State of New Jersey, party of the first part, and THE SOUYMY PROCESS COMPANY, a corporation organized and existing under the laws of the State of New York, and having its office in the County of Chomdaga and State of New York, party of the second part, WITHESSETH:-

WHEREAS, by an agreement dated July 15, 1907, between the party of the first part hereto and the Sibley Quarry Company, it was provided as follows:-

SPIFTEENTH: The license herein granted is personal to the Licensee and its successors in business; it confers no rights to grant sub-licenses without the written consent of the Licensor; and it applies only to crushing plants located within said licensed territory and which may be owned and operated by the Licensee; Provided, however, that if any one or more licensed crushing plants hereafter constructed by the Licensee shall at any time voluntarily, or by operation of law, be sold or transferred to a single person, firm, or corporation, the said purchaser or transferse shall be entitled to the benefit of a license to operate the same under the terms and conditions hereof and subject to the payment of royalties as herein provided, but no such person, firm, or corporation shall, by reason of such purchase or transfer be entitled to construct and operate additional plants embodying the said patented and unpatented apparatus without the consent thereto of the Licensor.

SIXTHENTH: It is hereby expressly covenanted and agreed by and between the parties hereto that the rights, privileges, and obligations of the respective parties in and to this license agreement shall inure to, and be assumed by, the exe-

outors, administrators and assigns of the Licensor, and by the successors in business of the Licensee.

AND, WHEREAS, by an agreement dated September 14, 1909, between the same parties, said agreement of July 5, 1907, was modified and certain rights granted by the party of the first part hereto to the Kelloy Island Line & Transport Company were confirmed by the said Sibley Quarry Company; and

WHEREAS, by an agreement dated the -- 28th -- day of November, 1911, between the party of the first part hereto and the Omurch Quarry Compeny, successor to the said Sibley Quarry Compeny, the party of the first part was authorized to grant certain rights to the Dumber Stone Company and has granted the same, as will more fully and at large appear by reference to said agreements which are made part of this agreement; and

WHEREAS, the said Church Quarry Company, successor to the said Sibley Quarry Company, proposes to assign to the perty of the second part hereto all its right, title and interest in and to the said three agreements of July 15, 1907, September 14, 1909, and the 28th day of November , 1911.

NOW, THEREFORE, in consideration of the sum of One Boliar (\$1) paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged, and for the other conadderations herein expressed, it is agreed by and between the parties hereto as follows:

FIRST: The party of the first part horeby grants to the party of the second part the "License to operate" set forth in the above-quoted paragraph Fifteenth of said agreement of July 15, 1907, under the terms and conditions of said agreement and subject to the terms and conditions of the said agreements of September 14, 1909, and the 28 day of November, 1911, and subject to the payment of royalties as provided in said agreements.

SECOND: The party of the second part hereby agrees to perform and to abide by all the terms and conditions of the said three agreements which the said Sibley Quarry Company or the said Church Quarry Company was to perform or abide by and to make payment of royalties as therein provided. it being the purpose and intent of this agreement that the rights, privileges and obligations of the respective parties to the said three agreements shall inure to and be assumed by the parties hereto respectively and the executors, administrators and assigns of the party of the first part.

THIRD: It is mutually agreed and understood that the party of the first part hereby grants to the party of the second part no right to which the said Church Quarry Company is not entitled at the date of execution of this agreement.

It is also mutually understood and agreed that the party of the second part shall be entitled at any time to elect to relinquish all righte under this and all the other contracts above referred to, and upon its giving written notice to that effect to the party of the first, part, all such rights, and all the duties and obligatione hereby or by any of said agreements imposed on said party of the second part, shall terminate, except the mutual duty to adjust and settle any then outstanding obligations hereunder down to the date of such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

the presence Harry J. Miller Corporate Seal.

arty of the first part.

Party of the second part.

STATE OF NEW JERSEY, SE

BE IT REMEMBERED, that on this Aut day or fully 1912, before me personally appeared THOMAS A. EDISON, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and I having first made known to him the contents thereof, he acknowledged to me that he volumerally executed the same.

NOTARY PUBLIC STATE OF NEW JERSEY

STATE OF NEW YORK, ) SS

on this / M day or layout 1912, before me personally ease I Medicale to me known, who being by me duly sworn did dopose and say: that he resides in the I lelly of Stray; that he is the lucator of the Solvay process Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to eaid instrument is such corporate seal; that it was so affixed by order of the Beard of Directors of said corporation and that he signed his name thereto by like order.

Notary puglis.

The CHURCH QUARRY COMPANY hereby represents to THOMAS A.
EDISON that it has assigned to THE SOLVAY PROCESS COMPANY all its
right, title and interest in and to the agreements referred to
in the foregoing agreement and in and to all its rights arising
thereform or relating thereto.

Corporate Seal.

OHUROH QUARRY COMPANY,

ATTEST:

Heg. Gired Sery.

STATE OF mich ss:

on this sed day of large 1912, before me personally came a comment of the first that he resides in the first of the fillings of that he resides in the fillings of that he resides in the fillings of that he is the President of the GRUNGH QUIRARY OURANN, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed to said instrument is such corporate seal; that it was so affixed by order of the Soard of Directors of said corporation and that he signed his name was a fixed order.

May world for Wayne County,
Kich., my commission expires Jul. 7, 1913
TRENTON, MICH.

THE SOLVAY PROCESS COMPANY

Syracuse, N. Y., January 12, 1914.

Thomas A. Bossen

Dear Sire

Arresent to the terms of our contract with you dated July 31, 1912; we havely notify you that we now clock to relinquish all rights under said contract and under all other constracts, therein referred to, with the result there provided for.

Tours very truly,

I Ullaida.

the state of the s

D-15 2m, 10-21-13 • 1-W-123 •

# THE SOLVAY PROCESS COMPANY

PURCHASING DEPARTMENT

Syracuse, N. Y., January 14, 1914.

Thomas A. Edison.

Wast Orange, New Jersey.

Dear Sir :

We are informed that our Treasurer has notified you of the termination of our contract for the use of Edison Rolls at Sibley, Michigan, our new plant being now in full operation.

We have the following Rolls to dispose of :

One 6-ft. Sst of Rolls.

One 4-ft. Set of Rolls.

One 3-ft. Set of Rolls.

We shall be glad to sell any or all of thess at any price that you may consider fair to offer for them.

J.A.W.

THE EDISON CRUSHING ROLL CO.
ROCK CRUSHERS .
PRINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J.
WORKS OFFICE, STEWARTSVILLE, N.J.

January 22, 1914.

Mr. Wm. H. Meadowcroft,

Edison Laboratory,

Orange, N. J.

Legal DEpt

Dear Sir:-

I beg herewith to return letter from the Solvay Process Co. notifying Mr. Edison that under they relinquish all rights under their contract of July 3let, 1912, which they have a right to do under the eccond paragraph of Section 3 of said contract, which reads:-

"It is also mutually understood and agreed that the party of the second part chall be entitled at any time to elect to relinquish all tentights under thie and under all the other critical tentification of the critical tentification of the critical tentification threshold of the critical tentification threshold of the second party all understanding of the second party shall engage do not all the duties and obligations thereby or by any of said agreements imposed on said party of the second party shall established the second of the second party shall be second or the second party of the second party shall be second party of the second party of

The Legal Department have a copy of the agreement dated July 31et, 1912, between the Solvay Process Co. and Mr. Edison, and I would suggest that you cubmit the matter to them and ask them to prepare a letter for you by which Mr. Edison will accept the relinquishing of their rights, to take effect when the outstanding obligations are adjusted between the parties.

Youre very truly.

WSM-RBS

# THE EDISON CRUSHING ROLL CO. ROCK CRUSHERS PRINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J. WORKS OFFICE, STEWARTSVILLE, N.J.

January 22, 1914.

Mr. W. H. Meadowcroft,

Edison Laboratory,

Orange, N. J.

Dear Sir:-

I beg herewith to attach letter from Solvay Process Co., notifying Mr. Edison that they have three sets of Rolls for sale.

I suggest that you have the Legal Dept. prepare a letter for you, acknowledging receipt of the letter and notifying the Solvay Co. that Mr. Edison has patents on the large Rolls which have been adjudicated in his favor by the courts, and that the Rolls cannot be used except under license from Mr. Edison, and for that reason, in case they should have opportunity to sell them to other people that they ought to make sale subject only to a royalty agreement of the new purchaser with Mr. Edison.

You may also add to the letter that at the moment we do not know of any market for the Rolls, but we will add them to our list, and if there is any chance to make sale of them we will be glad to take the matter up with them at the earliest convenience.

I would appreciate it if you will forward

me copies of the two letters which are forwarded to the Solvay Process Co. in connection with these matters, so I may add them to our files, and I would suggest that you ask the Legal Department to give you the letters promptly relative to the sale of the large Rolls, as the Solvay Co. should have this notice at once, so they will not have an opportunity to make sale to some third party, which might involve us in additional litigation, which we want to avoid, if possible.

Yours very truly,
EDISON CRUSHING ROLL CO.

Per- Womallony

WSM-RBS

ENCLOSURE: - 1

February 2, 1914

Solvay Process Company,

Syracuse, New York.

Gentlemen:-

I bog to meknowledge receipt of your letter of January 12, 1914 in which you notify me that you now elect to relinquish all rights under your contract with me dated July 31, 1912 and under all other contracts referred to therein, with the result therein provided for.

I em also in receipt of your letter of January 14, 1914 in which you offer to sell me the Edison rolls now installed at Sibley, Michigam. At present I do not know of any market for the rolls but will add them to our list and if we have an opportunity to aid you in selling them, we shall be glad to do so. In this connection I wish to remind you that any sale of the large rolls, which are patented by me, must be in accordance with Paragraph Fifteenth quoted in the contract with you dated July 31, 1912, and subject to the payment of royalties to me. You are therefore requested to advise me fully recarding any negotiations looking towards the sale of these rolls. As you are no doubt sware, my patents Mos. 678,616 and 672,617, which cover the large rolls and the method of using the same, have been adjudicated and held valid - see 191 Fed.

Rep. 837. Furthermore, I have granted certain exclusive terrirectual licenses under said patents.

Very truly yours.

Thro a Edward (raigness )



(4)

AGREEMENT made this 29th day of November, 1912, between Henry Ford, of Detroit, Michigan, first party, and Thomas A, Edison of Orange, New Jersey, second party,

WHENEAS, the said Ford is desirous of obtaining a large annual supply of Edicon storage batteries; for use on his automobiles, such supply being the equivalent of Four hundred and fifty thousand cells of type A4 per year, commencing with the year 1913; and

WHEREAS, the present plant and facilities of the Edison Storage Battery Company are not adequate for the production of said Ford's requirements, nor has the Edison Storage Battery Company any cash resources with which to construct new buildings and equip the same with the necessary machinery therefor, except such cash capital as may be supplied to it by said Edison; and

WHEMEAS, said Ford has agreed to advance to said Edison the sum of five hundred thousand dollars which said Edison intends to use in constructing a new building or buildings and equipping the same with the necessary machinery to manufacture storage batteries for said Ford's requirements.— It being believed by said Edison that said amount will be sufficient if the factory works nights.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in one sideration of the premises and in further consideration of the sum of one dollar in hand paid by each of the parties here to

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CONTENTS No.

Henry Ford and
Thomas Q. Edwon
Covering loan
Dated - Nor. 29, 1912.

Cancelled July 20, 1925

to the other, the receipt whereof is hereby acknowledged, it is agreed as follows:

FIRST.- The said Ford hereby agrees to advance in cash to said Edison the total sum of five hundred thousand dollars in such installments as shall be desired by said Edison; it being hereby agreed by said Edison that he will give Main days notice in writing by mail to said Ford of his requirements therefor from time to time.

SECOID. The said Edison hereby agrees to pay to said Ford interest on the money so advanced at the rate of five per centum per annum until the total amount of said advance is remaid.

THIRD.- Said Edison agrees that as security for said advances he will give to said Ford his promissory notes for the amount of each respective installment; each and all of said notes to be payable in five years after said new building or buildings are constructed, the machinery installed therein and the new plant put into actual operation. But nothing herein contained shall be construed to prevent the payment of said notes by Edison before the due date thereof if he so desires. And, as additional security, the on receipt by him of each installment said Edison agrees he will deposit with said Ford certificates of capital stock of said Edison Storage Battery Company of a par value equal to the amount of said installment, it being understood and agreed that while said stock is held by said Ford as security for the payment of the notes, the voting power of such stock

shall remain in said Edison.

POURTH,- It is agreed by all the parties here to that the Edison Storage Battery Company shall be allowed to charge a net profit of ten per cent on all storage batteries which it shall make and furnish to said Ford; said profits to be ascertained quarterly or semi-annually by public accountants in the usual manner.

PIFIH.- Said Edison agrees to pay to said Ford garterly or semi-annually, as said Edison shall elect, an amount equal to the sum found to have been earned by said Edison Storage Battery Company as its ten per cent profit on storage batteries made and furnished by it to said Ford during said period of three or six months; it being understood and agreed that the sums of money thus paid by Edison to Ford shall be applied by him as part payment of said promissory notes.

SIXTH.- It is agreed by said Ford that as fast as partial payments of the principal of said promissory notes may be made by said Edison from time to time, he, the said Ford, will return to said Edison such number of shares of capital stock of the Edison Storage Battery Company as will equal in par value the sums of money so paid to him by said Edison in reduction of the amount of said promissory notes; the intent of this agreement being that said Ford shall retain only so much of said capital stock as shall be equal in par value to the amount still owing to him by said Edison on such promissory notes.

SEVENTH,- If by reason of any unforessen circumstances said Ford is unable to take the storage batteries for the manufacture of which the new buildings and
machinery are contemplated under this agreement, it is
hereby agreed that the Edison Storage Battery Company
shall be free to use the same for the manufacture of storage batteries with which to fill its regular orders, but
in that event said Ford agrees that he will extend the time
of payment of said promissory notes over a sufficient period
to enable said Edison to pay such notes from its net earnings.

EIGHTH,- The conditions and provisions of this agreement shall bind and enure to the benefit of the heirs and legal representatives of the parties hereto.

IN WITHESS WHEREOE the parties hereto have hereunto set their hands and seals the day and year first above written.

Mines to signature of 3 Horry Dord
M. Dec.
Mither to signature of 3 Thora a Consort
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Thomas A. Edison Private

Financial Memorandum M 504 Date June 19, 1925

er. J. V. Hiller

Subject

Henry Ford Account.

Answering your request of June 19th, I give you the following data in connection with loan by Mr. Ford.

## RESUME OF AGREEMENT

Between Mr. Henry Ford and Mr. Thomas A. Edison

nated Rovember 29, 1912.

# THEREAS:

ur. Ford desires to obtain equivalent of 450,000

A4 Cells por year. Plant and resources of Edison Storage Battery Company insufficient to meet the demand.

Mr. Pord as agreed to advance Mr. Edison \$500.000 to construct additional plant.

# It is agreed

- Hr. Ford will advance the \$500,000 as requested. (1)
- Interest on loss to be at rate of 5% (2)
- Mr. Edison will give his promissory notes, all to (3) be payable five years after plant is constructed and as additional security Mr. Edison will give stock of Edison Storage Battery Company at par equal to amount of each installment.
- That Edison Storage Sattery Company be allowed to Charge a not profit of 10% on batterios supplied (41 to Ford.
- That Edison pays an amount equal to 10% profit quarterly or semi-amoually which payments shall (5) apply on principal of loan.
- That Ford will return collateral as fast as payments (6) are made and of equal amounts.

(7) If Ford, for any reason, cannot take batteries then Plant can be used for assariacture for general trade and time of payment of principal will be extended until Edison Storage Battery Company can pay same out of the net carmings.

(8) Conditions and provisions shall be binding on heirs, eto., of both parties.

Signed

Henry Ford Thomas A. Edison.

March 1921 Collateral was changed to Thomas A. Edison, Inc., Stock - 9 certificates of 1,000 each Nos. 22-50.

Beginning June 1924 interest has been paid each month, maintaining unpaid interest or interest in arrears at the same amount.

NOTES ACCOUNT	pate	Amount	
	Dec. 2, 1912	\$150,000.00	
	gar. 5, 1913	100,000,00	
	June 24, 1918	100,000,00	
	Aug. 6, 1918	150,000,00	
	Sept. 15, 1913	200,000,00	
	Peb. 6. 1914	100.000.00	
	usy 27, 1914	100,000.00	900,000.00

Note of Dec. 2, 1912 paid Oct. 1, 1923 \$150,000.00

OPEN ACCOUNT Date Amount Peb. 6, 1914 100,000.00

Dec. 14, 1914 100,000.00 May 17, 1915 100,000.00 500,000.00

Open account paid December 31, 1919 300,000.00
Balance of principal due Mr. Ford 750,000.00

Tear 1919 120,000.00 1920 Jan-Oot 37,500.00 00t 1,1923 22,500.00 4 Jan-Dec 1924 21,875.00

Jam-June 1925 18,750.00 465,727.82

Total amount or Interest paid covers up to and including october 1921.

Balance due on Interest account ocvering November 1, 1921 to June 30, 1925

\$137,500.00

\* Note: Beginning June 30, 1924 have paid interest each month.

# TIVELS A. SDISOR LOAD & INTEREST ACCOUNT

Borrowed				Pald	
. 2, 1912	150,000,00	Pd-	, P	rincinal	
. 5, 1913	100,000,00			Amount	
9 24 <b>,</b> 1913	100,000,00		Dec. 29, 1919	300,000,00	
. 6, 1913	150,000,00		Oct. 1. 1923	150,000,00	450,000.0
t. 15, 1913	200,000,00			200,000,00	400,00040
3, 1913	100,000,00		•	aterest	
3, 1915	100,000,00		Oct. 5. 1916	50,000,00	
6, 1914	100,000,00				
14, 1914	100,000,00		Dec. 51, 1917	196,102,82	
17, 1915		7 000 000 00	Year 1919	120,000.00	
17, 1940	100,000.00	1,200,000.00	Jan-Sept. 1920	33,750.00	
-			Oot. 1, 1923	22,500.00	
.,			June-Dec. 1924	21,875.00	
erest on the above	amounts]to		Jan-June 1925	18.750.00	462,977.8
30. 1925	7		1 June 300		
1a'		600,477,82	June 30 A		
al TAE obligation (	oringinal		Total puid ( princip	of a fatament	918,977.8
	interest)	1,800,477.82	tooms been ( history	ber & Incologe)	010001100
		2,000,000	D. LQ	ne 26,20-	3, 12 4, 4
			ra - ju	~ 20, 20 -	9 . 6 . 1 0 > . 5

129762218

Balance owing on principal Balance owing on interest

750,000,00 137,500,00 887,500,00

JUN 23 1925

1,2 00.000 000 900 916.100.57

### PRINCIPAL

Total Indiana					
Dec. 29, 1919 Oct. 1, 1923	300,000,00 150,000,00	450 ,000.00	Dec. 2, 1912 Mar. 5, 1913 June 24, 1913 Aug. 6, 1913 Sept. 15, 1913 NBOY. 3, 1913 NBOY. 3, 1913 Peb. 6, 1914 Dec. 14, 1914 MMM 17, 1915	180,000,00 100,000,00 100,000,00 180,000,00 200,000,00 100,000,00 100,000,00 100,000,00 100,000,00	pu 1,200,000.00
			Above figures take Ledger solic		
			Mager Pozzo	,,,	
			INTEREST	0.0	
Oash Payments			Accruals	each year	
00t. 5, 1916 pac. 31, 1917 Year 1919 Jan-sept. 1920 00t. 1, 1923 June-Jec. 1924 Jan-June 1925	80,000.00 196,102.42 120,000.00 33,750.00 22,500.00 21,875.00 18,750.00	462,997.82	1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1922 1923	895.89 21,355.15 49,853.13 88,123.17 60,000.00 60,000.00 60,000.00 45,000.00 45,000.00 45,000.00 45,000.00	585,563,35

Above figures not taken from books - only calculated

original Amounts

Made up for RHa

Payments on account

Dated July 20 1925. 

AGREMENT made this 22th day of July, 1925 between REMNY FORD, of Detroit, Hichigan, first party, and CHOMAS A. EDISON, of West Crange, New Jercey, second party;

WHEREAS, the parties hereto have heretofore made a certain agreement under date of Hovember 29, 1912 whereby said Ford agreed to advance to said Edison certain moneye to be used in constructing a new building or buildings and equipping the sense with the macrossary machinery to manufacture storage batteries for each Ford's requirements; and

WHEERS, under eald agrossent and for the purposes stated therein said Ford has from time to time advanced to said Edison a total of One Million Two Numberd Thousand Dollars (\$1,200,000); and

WHEREAS, it was contemplated that said moneys so advanced would be repaid out of profits on such storage battarise; and

WHEREAS, said new building or buildings and squipment were duly constructed and installed, but for ressons beyond control said Ford has not taken the storage butteries as was contemplated by the arresment; and

WHEREAS, said Edison has heretofore paid to said Ford the sum of Mins Hundred Sixteen Thousand Ons Hundred Two and 88/100 Dollars (§916,102.82) on account of the obligation created by the moneys so advanced; and

WHEREAS, eaid Ford still holds or has in his possession certain notes of eaid Edison given for money so advanced or a part thereof, and also certain securities as collateral in connection therewiths and

WHIREAS, the parties hereto desire to terminate and cancel said agreement and to make a final settlement of all of the foregoing transactions in the monner hereinafter set forth;

NOW, THENEFORE, in consideration of the premises and of the promises and releases herein contained, and of the expoution of this agreement by the parties hereto, the parties hereto have agreed and do hereby agree as follows:

- 1. The said agreement of November 29, 1912 and all modifications thereof (if any) are hereby terminated and cancelled.
- 2. Said Edison agrees to pay forthwith to said Ford the sum of Two Hundred Eighty-three Thousand Eight Hundred Ninety-seven and 18/100 Dollars (\$283.897.18); which said Ford agrees to accopt in full settlement of the unpaid balance of all moneys advanced as aforesaid, including interest, if any.
- 3. Said Ford horeby agrees to surrender to said Edison forthwith for cancellation all of the hereinbefore mentioned notes and to surrender to said Edison forthwith all of the securities heretofore pledged in connection therewith.
- 4. Except as otherwise herein specifically provided for, said Ford hersby releases said Edison of and from all claims and demands whatsoever based upon or on account of said agreement, and all modifications thereof (if any), said notes and said moneys advanced as aforesaid.
- 5. Except as herein otherwise specifically provided for, said Edison hereby releases said Ford of and from all claims and demands whatsoever based upon or on account of said agreement of November 29, 1912 and all modifications thereof (if any).

WITNESS our hands and seals the day and year first above

Witnesser Straw Orac Oraclion 18
Racept (4. Allen Glory Ford 15

Cancelled notes for 150,000 on file in Transvery Bept attached to check 4-2451 T.a.l. Browsle

Lu connection mello this Poace H. Ford Loan dating back to 1912, 8, 3. B. Co. Settlement - 1925 etock was put up for collational. to P.a. Edison, Inc. stock -Charles Educar was always duerous of cleaning this stock -On June 19, 1925 a statement was made up morier Carried & payments made on plunipale y intered -On June 20; this was serviced per requests of Mr. E. See attached messers Charles Edison Y H. 7. meller ricted mr. Ford by plained matters 7 ex changed rotter mr. Ford, There mr. Libbled bue stock for therety Bonds - leaving - 900 000 (par) bonds coll attral Mr. Ford also stated that he had applied all payments by Mr. Edison against phoneigal to huttind to principal only Mr. Edison Vhould Jorges the Entrett -July - July 20 - mother was thoroughly durined with mr. Edwar & there I it was Livally as read that the balance of principal Whould to corned by a speck - Tooks was figured out, tax lettershim discussed & finally Charles Ednar XR. H. allen mino to Dettait uly 20 - Charles Edisons san Mr libald fact + thele mr. Ford - Explained matters, presented

Me Ford house trailes - Makery - 1975 Cheld, secured boods, us for collateral, motor outefautury - Mad I'm took sign an agreement furmating of cancelling the original agreements of 912- also had original agreements by Third consultable by Triting at the first of grant for m. Ford - Signed by Jim (sibled for m. Ford - This secules the Entere financial tramactions between m. Ford, m. Edinare - handle the fact extraction in connection will the content of the content o



Bromas Q Edison The Edison Portland Cement Co. Stuart A. Coats, which I could read it. not as yet been able to obtain a safisfactory offer for the wood, but we have some hegotistions on which we are hopeful may be consummated. about the royalty? ours very truly, Harry there is also

# [ATTACHMENT/ENCLOSURE]

London, W. C.,

COPY

10 Charles St., Berkelay Square

Dear Mr. MAILORY: -

It is just one year since I wrote to you in regard to the prospects for the old shareholders of the N.J.& Penn. Concentrating Works, and you kindly explained to me (under date of 12th July, 1911) the \*\*Bothog\*\*mich Hr. Edison was considering for giving them some return on the money invested. Since then I have not heard from you, and I should be very grateful if you would drop me a line (substance of which I can communicate to my father, Sir Tames Coates, and my brother, Hr. Alfred H. Coate) stating whether affairs have so developed in the interval that we are now mearing any return from sales of wood or royalties po Holls, etc., as you then seemed to think that this was within reasonable distance.

Trusting that this finds you well, and

with kind regards, I am,

Very truly yours,

(Signed) Stuart A. Coats.

Mr. W. S. MALLORY, Stewartsville, N. J.

# Thomas Q. Edison

# The Edison Portland Cement Co. Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. I.

Sept. 12, 1912. Monie

Mr. H. F. Miller,

Edicon Laboratory.

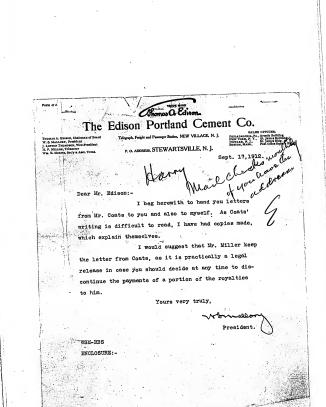
Orange, N. J.

My dear Harry:-

Pleass nots the attached letters giving the addrseece of the names of some of the people to whom you are to send a portion of Mr. Edison's Roll royalty. Please note that Mr. Maris died some yeare ago, and as he was a bachelor, if I recall correctly, it would seem to me that Mr. Edison sport cut hie name off the list.

I have written for the addresses of the various membere of the Coate family, and as soon as they are received will forward them to you. Yours very truly,

WSM-RBS ENCLOSURE: - 2



# [ATTACHMENT/ENCLOSURE]

Stept 1912 PERTHSHIRE An mildian : of which we were threlate re you I es har Je me boppies the ho to eparant tomber career of discovery 9 in ma to write know a daply refeeled throughout the whole w Believe me Mundy gratefelly Thos a. Edign Lig.

# [ATTACHMENT/ENCLOSURE]

OOPY

5 Sept. 1912.

Ballathie, Stanley, Perthehire

W. S. Mallory, Esq., Prest., Edison Portland Cement Co., Stewarteville, N. J.

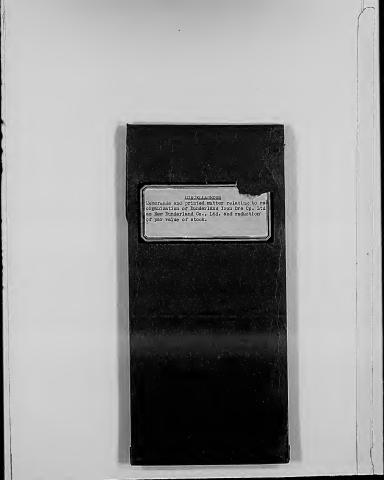
Dear Mr. Mallory :-

I was greatly pleased to receive your letter of 20th ult. containing Mr. Edison's generous offer to pay over to my father and myself and other members of our family, who are shareholders in the M.J.A. Penn. Concentrating Works, a chare of royalties reed.from.other sources purely as an act of grace owing to the fact that we had received no return on above investment.

We all appreciate Mr. Edison's handsome treatment of us in this matter, and recognize to the full that we have no legal claim whatever to any compensation and could raise no possible objection if at any time these payments to us ceased temporarily or permanently.

I enclose a letter of thanks to Mr. Edison personally, which I shall be much obliged if, you will deliver to him. On another page I give the addresses of those you ask for. An also very glad to learn that there is a prospect of something being realized from the sale of the timber on the lands of the M. J. & P. C. Works.

Thanking you for the trouble you have so kindly taken, and for your interest in the whole matter, and trusting that if you are in London you will not fail to look. me up at my address there (10 Charles St., Berkeley Square, W.) me up at my address there (10 Charles St., Berkeley Square, W.) I am, with kindest regards.



Dunderland Iron Ore Company,

CIRCULAR

EXISTING HOLDERS.

# Dunderland Iron Ore Company Simited.

# CANADA HOUSE.

NORFOLK STREET,

LONDON, W.C.

MAR 19 1212

5th March, 1912.

To the Bondholders, Debenture Stockholders, Funded Interest Certificate Holders and Shareholders.

DEAR SIR (or MADAM).

At the Annual General Meeting held on the 29th December last, the Chairman (Mr. William Rhodes) stated that important negotiations were in hand which it was hoped would mature at an early date.

The Directors have now had intimated to them by Messrs. Fried. Krupp, of Krupp's Essen, that they will be prepared to co-operate with the Company on the following terms:—

- Messrs. Fried. Krupp shall, at their own expense be permitted to re-sample the Company's Ore Deposits, and examine the facilities for the mining and treatment of Dunderland Ore, in conjunction with the Company's Resident Manager in Norway—such examination to be completed before the 1st October, 1912.
- 2. Should Messra. Fried. Krupp consider this examination satisfactory, and decide to participate in the future finance of the Company, it is proposed to crect in the first instance a plant capable of producing 200,000 (ones of concentrates or briquettes per annum, estimated to cost. £400,000, including the provision of water power, upkeep, maintenance and Debenture Interest during construction, and Working Capital. This sum will be provided by the issue at par of £250,000 First Mortgage Debentures, part of the new issue of £700,000 such Debentures, and of this amount Messra. Fried. Krupp will take firm £100,000, and underwrite a further £100,000 on the same terms as others.
- Messis. Fried. Krupp to have the right to purchase one half of the Company's yearly production with a minimum of 100,000 tons per annum, at the average market price, less a rebate of 2½ per cent. on the first 100,000 tons and 1½ per cent. on any further quantity.
- The scheme of financial re-arrangement of capital to be on the lines of the scheme enclosed herewith.
- Messrs Fried. Krupp to have representation on the Board in the proportion of two out of five, or three out of ten Directors.

The proposed Scheme of Financial Re-arrangement of Capital is that of the print is enclosed herewith, together with the Notice convening the Meetings directed to be convened by the Court for considering the same. The proposals embedded in such Scheme will be explained to the various classes at such Meetings.

The Scheme is considered by the Board to be fair and equitable as between the different classes affected them by

When preparing same special regard was paid to the following:-

- That the Prior Lien Bonds are due for repayment at £110 per £100 on the 31st March, 1912.
- That the date for the commencement of the Sinking Fund for redemption of the First Charge Debenture Stock is due to commence on the 1st Soptember, 1912.
- That interest on the First Charge Funded Interest Certificates is due to accrue as from the 1st September, 1912.
- That the Second Charge Debenture Stock and the Second Chargo Funded Interest Certificates are due for repayment at par on the 1st March, 1918.
- And that interest on the Second Charge Funded Interest Certificates is also due to accrue as from the 1st September, 1912.

The Trustees for the Prior Lien Bonds and Debenture Stocks whilst desiring to assist the Company as much as possible felt that the just claims of the holders of the various issues must be satisfied in full if they were to be asked to waive their rights and convert existing issues into new securities, and in the case of the Prior Lien holders that they should receive Profit Sharing Certificates for an equivalent amount in satisfaction of their prior claim.

The Board regret that it has been found necessary to ask the holders of Preference Shares to relinquish their claim to the arraws of Preference Dividence accrued due as from the 1st July, 1904, and to suffer with holders of Ordinary Shares in a proposed reduction of Capital in order to provide for depreciation of plant and the writing off of expenditure incurred since the incorporation of the Company not chargeable to Capital.

Pinanc

Since the conclusion of the large Tonnage Tests the Board have spent considerable time in endeavouring to formulate a more favourable scheme of Financial Rearrangement for the existing holders, and have had under consideration various proposals for the mising of the necessary Capital.

The Scheme now submitted offers greater advantages to all concerned (aspecially on the enlargement of the plant) than any other scheme that has been under consideration, and the Board strongly advise existing Proprietors and Creditors to give the Scheme their entire support, as there is every reason to believe that the enterprise can now be worked with every prospect of success.

The Company holds an exceptional concession from the Norwegian

Government for the working of the Dunderland deposits, and it is essential in order to retain the concession that the entity of the Company be preserved.

Dr. Theodore Lehmann, of Frieburg University, Germany, in his report Sreage-stated 5th November, 1901, which accompanied the original prospectus, estimated
the total quantity of ore available by openeast mining at about 30 million tons,
averaging 39:55 per cent. of metallic iron; and according to later information and
expect opinion in Norway, that estimate of tonnage is a low one, and may safely be
adopted as a basis for calculation.

Messra. Fried. Krupp desire, before definitely agreeing to acquire a large intensity in Dunderland Company, to re-sumple at their own expense the Company's ore deposits (chiefly those which have litherto not been worked), and generally look into working conditions. This examination will be proceeded with at the earliest needs to be a consistent of the conditions.

The request of Messrs. Krupp is considered to be fair and reasonable, and the Directors recommend that such request should be granted. The Board have no reason to doubt but that the reports previously made on the Company's ore deposits will be confirmed.

You have already been informed that the large tonnage tests with the Ullrich Separator on average Dunderland ore in Norway completely confirmed the results obtained by the provious smaller tests carried out at Magdeburg, and were conclusively satisfactory.

Since the tests were carried out at Dunderland, the Separator has been somewhat simplified, and the Directors have no hesitation in recommending its adoption and installation at the works.

The Directors wish to emphasize the fact that the Ullrich Separator has now passed the experimental stage and has been installed on thirteen Concentration Plants, treating satisfactorily various iron oros and other minerals.

The Directors have been assured by Mesers. Krupp that their investigations into the Dunderland problem have enabled them to say with confidence that, given one similar to that supplied during the tonnage tests, similar results will be obtained. They are also satisfied that the working costs of the Ulrich Separator will be exceedingly tow, and the maintenance both simple and economical.

It is proposed to erect the new Concentration Plant at the Company's Site of General shipping port of Guldsmedvik, adjoining the present Briquetting Plant.

The railway from Storfoshei to Guldsmodvik is capable of carrying more capacity than double the quantity of crude ore first intended to be mined and treated, and a stream the rolling stock is ample for present requirements.

During the past year caroful enquiries have been made in Norway as to the Water Power possibility of utilising certain adjacent waterfalls.

The Directors consider that the time is now opportune for the harnessing of

the Company's own waterfalls at Renfossen as it is evident that considerable economies in working costs will be effected thereby.

The necessary power for an enlarged plant can be obtained for a small additional capital expenditure.

Plant.

The provision of further Capital in the Company's present position is both difficult and enerous, and, although the plant proposed to be originally installed is estimated to produce only 200,000 loss per annum—less than one-half of the capacity of the existing Crushing Plant and Rallway—still, it is felt wise to limit the original installation to a plant of this capacity. It is generally admitted that when the proposed plant has been working profitably for a time, the additional Capital required for an enlarged plant (up to the full capacity of the existing Crushing Plant and Rallway) will be obtained with confparatively little difficulty and on much easier terms.

Messrs, Fried, Krapp have prepared and furnished the Company with the necessary plans for the proposed plant as well as an inclusive tender for the complete installation of the proposed Concentration Plant. This funder was carefully examined in detail and ultimately approved by the Company's Engineers and Technical Advisers, and the Board have provisionally accepted as

Demand or Iron Or In view of the increasing demand for Iron Ore and the accordingly diminishing supply and quality of known deposits of Rubio Ore, there is no reason to anticipate any difficulty in disposing of the remaining half of the Company's

Estimated Profits.

od The Estimated Costs of Production have been carefully examined and are considered to be reliable.

The Selling Price of the Briquettes produced (taking the average analysis obtained in the large tenage tests, viz., 65 % Metallic Iron, with 2055 % Phesphorus and 4 % Silton) has been based on the average realised c.i.f. Tess price of Rubio Ore over the past fourteen perage—viz., 178. 04, per 100. This price is 33. 94, below present market prices, and the difference (537,500 on a 200,000 Ton Plunt) offers a large margin of aster for unforcessen continenced.

The estimated Annual Net Profits (subject to interest on the New First Mortgage Debentures, Special Depreciation and Income Tax) will be as follows:—

On a production of 200,000 Ton

On a production of 500,000 Tens. £250 000

Annual Net Profits (say)

The Board have pleasure in enclosing a Report by their colleague, Mr. John Macaulay, on the Dunderland Property and prospects, and feel sure that the same will be generally appreciated. A Report by Mr. Johan Paues (the Company's Resident Manager in Norway) is also attached hereto.

eto.

For carrying the above proposals into effect, the Scheme of Financial

re-arrangement of Capital will have to be approved by the necessary majorities at separate meetings of the following classes, namely:—

- 1. The Prior Lien Bondholders.
- 2. The First Charge Debenture Stockholders.
- 3. The Second Charge Debenture Stockholders.
- The Holders of the Funded Interest Certificates issued in satisfaction of interest on the First Charge Stock.
- The holders of the Funded Interest Certificates issued in satisfaction of interest on the Second Charge Stock.
- 6. The Proference Shareholders.

Notice convoning the above meetings, as directed by the Court, is enclosed herewith, and also proper Forms of Proxy for use at each of the said meetings which you are entitled to attend.

In addition to the above meetings, a formal meeting of the Company is required for passing the penesary Resolutions for reducing the Capital and alloring the Articles in accordance with Schieme. Notice convening such meeting and Form of Proxy for use thereat, is, in the case of Members of the Company, also enclosed herewith.

If you will be unable to attend those of the above meetings which you are entitled to attend, kindly fill in and sign and return in the envelope enclosed, all the Forms of Proxy onclosed herowith. Such Proxies, to be effective, must be posted so that they will be delivered at the Company's Office not later than 10 a.m. on the 18th day of March, 1917.

It is proposed to hold the adjourned General Meeting of Shareholders as early as possible after the Meetings already convened, and notice of same will be sent to you in the course.

By Order of the Board.

J. A. SELWAY, Secretary

# STATEMENT showing how Scheme would affect Present Issues.

		PR	PROPOSED NEW ISSUES.	ES.	
PRESENT ISSUES.	6 per cent. First Mortgage Debentures.	Profit Sharing Certificates entitled to 50 per cent. Surplus Profits.	6 per cent. Non-Comulative Income Debenture Stock.	Ordinary Stock.	Remarks.
per cent, Prior Lien Bonds	\$200,100	200,100	\$20,010	1	1.
per cent. First Debenture Stock			£500,000	!	interest only out of profit.
per cent. Second Debenture Stock			£30,530	l	Ditto
per cent. Funded Interest Certificates	1	i	£129,702	1	Ditto
00,000 £5 Preference Shares	1.	1	ı	£400,000	Write off £600,000
00,000 £5 Ordinary Shares (£1,000,000)	1	1	1	.50,000	Write off £350,000
	£200,100	200,100	£680,242	£450,000	1
ew Subscriptions	399,900	399,900	ı	I	ı
undry Purposes	ı	l	19,758	i	ı
TOTAL	\$600,000	000'009	\$700,000	£450,000	ı
The second secon					

# STITES OF BENTWANTED PROFITS.

FORECAST OF ESTIMATED PROFITS.	Proposed Annual Ourur: Increased Ourur: 200,000 Tons,	at 6s. 6d. per ton at 10s. per ton, £65,000.	(0093 uo)	000 PHTS: 000 FES 000 90175 000 FFS	\$65,000	re tour. (assume Surplus not distributed) \$272,000 (say, 12 % \$42,000 (6 %).	
FORECAST		If average Annual Profits amount to	tgage De	Special Depreciation, etc., say PROBABLE SURPLUS		Frequent First laws. 50 per cent. of Surplus to Profit Sharing Certificates, 600,000	Non-Cumulative Income Depending Broom, 2010/2011

# REPORT BY MR. JOHAN PAUES

(Resident Manager in Norway).

28th February, 1912.

To the Board of Directors,

DUNDERLAND IRON ORE COMPANY, LIMITED.

GENTLEMEN,

I herewith beg to report generally on the Company's Property and Plant in Norway.

### IRON ORE DEPOSITS.

Reports on the Company's Ore Deposits have been made to you by Dr. Theo. Lehmann, of the Freiberg University; Prof. Henry Louis, of the Durham College of Science, Newcastle; Prof. J. H. L. Vogt, of Trondhjem, Norway; and others have also recorded on them from time to time.

The authorities generally agree that the deposits contain at least 80 million tons of ore.

Dr. Lehmann found the deposits to contain on the average 3955 per cent. of metallic iron. Prof. Louis reported 41 per cent. of metallic iron, but, allowing to per cent. for barren rock belts, considered 37 per cent. of metallic iron to be a fair average.

Prof. Vogt has made a general geological survey of the deposits, but, so far as I know, has not taken systematic samples.

rtyand

The Urtvand Deposit is the nearest to the Company's Crusher Plant at Storfoodnei. It has been systematically opened up and some \$67,000 tone of ore; have been intelleterform. Novivitistanding that a great portion of the hanging wall was mined with the ore the average iron contents was \$4\circ\text{p}\$ per cent. In the autumn of 1010 this deposit was enrefully re-smapled and again found to contain \$3\circ\text{q}\$ per cent. The metallic iron.

The Urtyand Deposit is estimated to contain 10 million tons of ore.

Yestralid Deposits. The Vestralid Deposits are situated about 3½ miles from the Crusher Plant, and reported to contain 1.1 million tons of ore, with average iron contents of 40.5 per cent.

This deposit is not yet opened up, but some work has been done on about 2 miles of railway to the deposits.

Bjornhei Dapoeli The Bjornhei deposit is situated about 1 mile distant from the Crusher Plant and is reported to contain 5 million tons of ore, averaging 366 per cent. of metallic iron 10 pop this deposit was surveyed and sampled by the Company's late Mining Engineer.

The three above-mentioned deposits contain together about 29 million tons of ore, which would be sufficient to keep a 500,000-ton plant supplied for 25 years.

There are other deposits in the Vesteralid District estimated to contain about 9 million tons of ore, so that the total quantity of ore within a radius of 3½ miles can be taken to be at least 3; million tons.

This group of deposits is situated about 10 miles from the existing Crusher Plant, and consists of eight known large deposits. The total ore quantity is estimated at 48 million tons, and they are reported to contain 375.5 per cent. metallic iron.

In my opinion these are the most valuable of the Company's deposits, and it is probable that they contain a greater tonuage of ore than the present reports indicate.

From the experience I have gained during the four years I have been connected with your Company, there is no reason to doubt the accuracy of the reports already made to you on the Company's Ore Deposits.

### METHOD OF MINING.

Our method of mining (first introduced into Nerway by us) is Open Cast Workings, with Norway—Hz, the Morel Loading. Similar methods have been adopted by two large Mining enterprises in Norway—Hz, the Morel Loading Companies. At both of these Plants low grade the Morel Companies. At both of these Plants low grade their Works for an annual cutter and Concentrates. The Sydvaranger Company are extending their works for an annual cutter of so,concentrates. The Morel Concentrates are annual cuttered to so,concentrates. The Morel Concentrates are considered to the Morel Concentrates.

At the Kiruna Mines in Sweden, from which 3,000,000 tons of ore are shipped annually, I gather that preparations are being made to introduce the Steam Shovel Loading in their Open Cast Workings.

Representatives of the above-mentioned three enterprises visited Dunderland and investigated our method of mining before adopting it.

MODE OF TREATMENT IN THE PROPOSED INSTALLATION FOR A PRODUCTION OF 200,000 TONS.

In order to convert the low grade iron ore into a high class Concentrate the following operations are necessary:—

- r. Mining and Transport to the Crusher.
- 2. Coarse Crushing to 11-inch cubes.
- 3. Drying and Stocking.
- 4. Fine Crushing to 4-inch cubes.
- 5. Railway transport to the Separation Works.
- 6. Tube Mill Grinding and

Krupp Plant 7. Electro-magnetic separation by the "Ullrich" Separator.

- 8. Briquetting of the Concentrates.
- 9. Loading and putting the Briquettes f.o.b.

Only Nos. 6 and 7 require the installation of new plant, and it is chiefly for these items that the majority of the new Capital is required.

Comparatively small alterations and additions will establish economical working conditions in the existing plant, and in my estimate of Capital requirements 1 have provided sufficient for this purpose.

I am convinced that the plant as designed by Messrs, Fried. Krupp A/G Grusonwerk, is Krupp suitable and will work economically. The "Ullrich" Separator has effectively solved the Flant problem of magnetic separation of the Dunderland Ores.

Costs of

The estimated costs for Mining Transport to Crusher, Coarse Crushing, Drying, Stocking, and Fine Crushing, have been compiled from neutal figures when the plant was running under adverse conditions. They refer to a period when only about 450,00 tons of Crush Cor per month were handled, whilst in the proposed 200,000-ton plant the monthly tonnings of Crush Cor to be handled will be 4,5000 they.

For the transport on the Mnin Rnilway the available cost figures refer to each, a small temage that no conclusive deductions as to the future cost of transport can be made. I have however consulted various authorities on this matter and have ascertained the cost of Oze transport on the Government Railways in North of Sweden, where similar climatic conditions exist, and feed confident that my estimate is ample.

We have Krupp's estimated Cost of Treatment in the plant designed by them, but in my estimates I have also added a substantial figure for contingencies under this item.

Briquetting is being done in Scandinavia for less than my estimate, but my figure provides a margin for contingencies.

The cost of the loading and putting f.o.b. has been obtained from similar installations working in the Northern part of Norway under more adverse circumstances.

Wate Powe Great economies will be effected by the adoption of Water Power. In my opinion the most economical course to be adopted is the harnessing of the Company's own water falls at Renfossen, situated very favorambly just halfway between the Company's Mines and the Port.

These water falls have been carefully measured and the water level in the river taken daily for the past three years. As a result of these investigations it is shown that the Company can obtain the power required for the contemplated plant from these falls, and ample power for future requirements will be available if catchment basins are provided.

#### FUTURE POSSIBILITIES.

Owing to my intimate knowledge of the Company's Plant and Property I have no hesitation in stating that I have every confidence in the future of the enterprise.

When designing a Plant it is seldom that one has such reliable data upon which calculations of Cost of Production and Future Profits can be based.

1 feel confident that the Estimate of Cost of Production is a perfectly safe one and the costs will, under ordinary running conditions, be considerably below my estimate.

1 am, GENTLEMEN,

Your obedient Servant,

JOHAN PAUES,
Mining and Metallurgical Engineer,
M.S.T.F., M.S.K.S.,
Resident Manager.

Dunderland Iron Ore Company,

NOTICE OF

EXTRAORDINARY GENERAL MEETING OF THE COMPANY,

AND

SPECIAL RESOLUTIONS.

No. 1.

## DUNDERLAND IRON ORE COMPANY, LIMITED.

NOTICE IS HEREBY GIVEN that an Extraorbinary General Merting of the above-named Company will be held at Winchester House, Old Broad Street, London, E.C., on Tuesday, the 19th day of March, 1912, at 4 o'clock in the afternoon, for the purpose of considering, and if thought fit passing the subjoined Resolutions.

Should the said Resolutions be passed by the requisite majority the same will be submitted for confirmation as Special Resolutions to a Second Extraordinary General Meeting of the Company to be subsequently convened.

#### RESOLUTIONS.

1. That the Scheme of Arrangement dated the 4th day of Masch, via 3, proposed to be made better the Company and (f) the Third Lines (1) to 18 the Company the Company of 
time at increasity steps and processings on earlying the same more water.

2. That the Capital in the Company he reduced from £200,000 culvided in the section Preference Shares and soopon triding the control of the c

That a fine in the date of a copy of an Order of the High Court of Justice or of the Court of Append in meeting the said Scheme of Armappenent (with any modification improved or approved by the Court and assented to by the Coupany) and confirming the climitation for including the Coupanity of the Coupanity and approving sent institutes acreaged by Scheme of Coupanity of the Coupanity and the Coupanity and the Coupanity of the Coupanity and the Coupanity and the Coupanity of the Coupanity of the Coupanity and the Coupanity of th

- (i) The following further definitions shall be added at the end of Article 1 namely:-
  - (t) The "Scheme of Arrangement" means the Scheme of Arrangement between the Company and various classes of its creditors and its former Preference Shareholders duted the 5th day of blarch, 1912 in the form in which such Scheme is sanctioned by the High Court of Justice or the Court of Appenl.
  - (w) "The First Mortgage Debentures" menus the new series of First Mortgage Debentures of the Company to necessary impaints to the Schome of Company to the Company to the Company to the Original Series authorised and created persuant to said Scheme or of any further series authorised and therewith subsequently created by the Company in pursuance of the provisions of the Scheme of Arrangement.
  - (v) The "Profit Sharing Certificates" means the Profit Sharing Certificates of the Company to be created pursuant to the Scheme nf Arrangement.
  - (to) The "Income Debenture Stock" means the new issue of Non-Cumulative Income Debenture Stock of the Company to be created pursuant to the Scheme of Arrangement.

- (ii) Articles 9 and 10 shall be cancelled and the following Article shall be substituted therefor namely:—
  - The Capital of the Company is now I glood divided into accoos Shurses for the Capital of the Company is now if the capital part pass to Roberts I great and accoos Shurses have been issued and me fully paid up. The Directors shall forthwith by Roboulton of the Board convent shall in the smill Shares into Leonoco of land the capital shall call in the smill Shares into Leonoco of land the capital shall call in exclusing the effect for the capital shares and leave Stock Certificates in exclusing the state of the capital shares and leave Stock Certificates in
- (iii) The proviso to Article 15 and the reference to such proviso in Article 16 shall be
- (v) In Article 19 after the words "or without such security" discriming reporting the following words shall be inserted number or by feet of 1976; Sharing Gariffacture gard of the Issuer and the Issuer of the Issuer and Issuer of the Issuer and Issuer of Issuer o
- "£2,000,000."

  (v) In Article 26 the words "all Shares (not being fully paid Shares)" shall be substituted therein for the words "all the Preference Shares not fully paid up and upon the "Ordinary Shares whether fully paid up or not." therein appearing.
- (vi) The following words shall be inserted at the beginning of Article 50 namely "Without prejudice to the special powers conferred upon the Directors by Article 9 "with regard to the Shares in the present Capital of the Company therein onentioned."
- (vii) The following provise shall be added at the end of Article 51 namely "Provided that the Board may in their discretion in any case allow transfers of steek to "that the Board may in their discretion that when the transfer when the transfer is a "tensifer by may member of his whole holding of stock and such bolding is not \$\ell\_1\$ " or an exact multiple thereof."
- (viii) In Article 66 the figures "£100" shall be substituted for the figure "£1,000" therein appearing.
- (ix) in Article 150 the figure "£1" shall be substituted for the figure "£5" thereic
- (c) In Article 1.5 for the words "out of the finite of the Company" therein appearing the finite of the Company of the Profit Schmidt Company of the Company of the Profit Schmidt Company of the Comp
- (xi). The following Articles shall be substituted for the existing Articles 160 161 and 162. 160. The net profits of the Company available for distribution in respect of any financial year or other period for which the accounts of the Company are made up shall be applied he and shall be applied as follows namely:
  - ade up shall be applicable and shall be applied as follows namery:—
    (a) One half of such net profits shall be distributed amongst the holders of the Profit Sharing Certificates for the time being issued in proportion to the number of such Certificates held by them respectively.
  - (a) The other modely of such and prefixe shall be applied in the first place in a theoretic perment of non-unualtave interest for such years or other period at the rate of 6 per cent, per annual on the lacone. Debotture Stock for the time being issued and preparented rich tender the contract for such years or other period on such Income Debotture Steed shall (subject to the provisions of Artisles up 8 mile per 100 p
  - 161. The net profits of the Company available for distribution under the provisions of the last preceding Article in respect of any such year or other period as therein mentioned shall be deemed to be the balance (if any) to

the cralls of a properly drawn revenue or income account of the Company and the control of the Company and the control of the

- 162. All triedness shall be skelened and priol according to the amounts priod on the Shore in respect whereof the divident is just but no amount juid on an Shore in advance of calls shall while energying interest be treated for the purposes of this Articles as paid on the Share. All dividend earlier apportioned and pold per run according reportions of the period in respect to the state of - 1620. No larger dividends shall be declared than are recommended by the Bond but if the dividends delected upon the States or Steed by the Company in respect of any humerial year of other personal variables. The Company is respect to a state of the company and the state of the company and the state of the company of the state of the company of the state - 16th. The Board may without any authority from the Company in General Meeting or otherwise whenever in the opinion of the Board the position of the Company and the profits earned by it of published the company of the profit series of the theorem to the company of the three profits that the profit series of the company on account of and in authorities of the three company on account of and in authorities of the company on account of and in authorities of the company on account of the company on the company of th

(xii) The following Article shall be inserted after Article 172 namely :-

172a. The Profit Sharing Certificates shall not in any event confer upon the holders the right to participate or share in any distribution of capital assets or monies of the Company on a winding up or otherwise.

Dated this 5th day of March, 1912.

By Order of the Board,

J. A. SELWAY,

## DUNDERLAND IRON ORE COMPANY, LIMITED.

SCHEWE OF ARRANGEMENT.	
PRELIMINARY.	
1. The present Debenture issues and Share Capital of the Compan	y are as
DEBENTURE ISSUES.	
SIX PER CENT. PRIOR LIEN BONDS £  (Constituting a First Charge on all the Company's property and due for repayment at 110 per cent. on the 31st March, 1912.)	200,100
SIX PER CENT. PIEST OBLEOS DEBUSTURES STOOK	500,000
Eight per Cent. Second Charge Debenture Stock (Constituting a Third Charge on all the Company's property and repayable at par on the 1st March, 1918.)	30,530
SIX PER CENT. FUNDED INTEREST CERTIFICATES issued down to the 29th February, 1912, upon the	
FIRST CHARGE DEBENTURE STOOK £119,984 (These Certificates are payable on the 1st September, 1945.)	
SECOND CHARGE DEBENTURE STOOK 9,718 (These Certificates are payable on the 1st March, 1918.)	129.702
	860,332
SHARE CAPITAL	
100,000 Pre-Preference Shares of £1 each, none of which have been issued.	
200,000 Six per Cent. Cumulative Preference and Participating Shares of £5 each, preferential over the Ordinary Shares as to repayment of Capital, all of	
• • •	,000,000
200,000 Ordinary Shares of £5 each, all of which are issued and fully paid 1	,000,000
Total £2	,000,000
SCHEME.	

2. The Company shall create a new series of Six per Cent, First Mortgage Debentures in Debentures of £10, £20 and £100 each, to the amount in the first instance of £700,000, but with power to increase such series to not exceeding

£1,000,000 for the increase of the Company's plant and machinery or the acquisition of additional properties or for other capital purposes of the Company. Such Debentures to be repayable at 110 per cent. on the 30th September, 1942, or earlier by the operation of a non-cumulative Sinking Fund of 2 per cent. per annum, commencing in the year 1919 and to be applied in purchasing the Debentures on the market at or under 110 per cent. or in redeeming them at that price, but so that the amount of any saving effected by purchasing Debentures under 110 per cent. instead of redeeming them at that price shall be released from the Sinking Fund and shall not be applicable in purchasing or redoeming further Debentures. The Company also to be entitled at any time to redeem all or any of such Debentures at 110 per cent. on three months notice. Such Debentures to constitute a first specific charge upon the properties constituting the fixed security for the existing Prior Lien Bonds and a first floating charge on the remainder of the Company's undertaking and to be secured by a Trust Deed in favour of the present Prior Lien Bond Trustees, framed in accordance with the draft already prepared and approved by them, with such modifications (if any) as the said Trustees or the Court may approve.

- 3. The Company shall also create a series of not exceeding 1,000,000 Profit States (ordering upon the holders of the Certificates for the time being fested the right to receive rateshy one modely of the net profits of the Company available for distribution in respect of each financial year remaining after payment of the interest and Sikinfay Fund payments on the First Mortgage Debentures for the time being outstanding, and the sum to be applied as herminafter mentioned during such year in the purchase or redemption of the Income Debenture Stock below mentioned and making such provision for deprenation as shall in the opinion of the Beard of Directors of the Company be necessary but before payment of any interest on the Income Debenture Stock or entrying any sum to reserve such Certificates not, however, to confer any right to participate in any distribution of expital assets of the Company on winding up or otherwise. Such Certificates shall be constituted by a Trust Deed in favour of the present Prior Lien Bond Trustees, framed in accordance with the draft already prepared, and approved by them with such modifications (It any) as such Trustees or the Court may approved.
- 4. The Company shall also create a new series of £700,000 of Six per Cent. Non-Cumulative Income Debenture Stock, each year's interest on which shall be payable only out of the moiety of the net profits of the Company available for distribution in respect of such year not appropriated to the Profit Sharing Certificate Holders. Such Income Debenture Stock to be repayable at par on the 30th September, 1942, and the Company to be entitled to redeem the same in whole or in part at any time earlier on three months' notice by drawings at par or by purchase in the market at or under that price and to be bound to apply in such purchase or redemption of Income Debenture Stock in each year after the Sinking Fund for the redemption of the First Mortgage Debentures has commenced to oporate a sum equal to the interest which would have been payable during such year on all First Debentures previously purchased or redeemed out of the Sinking Fund if the same had continued outstanding, and a further sum equal to any saving effected in the preceding year by purchasing First Debentures out of the Sinking Fund monies below 110 per cent. instead of redeeming them at 110 per cent. Such Stock to constitute a second specific and floating charge respectively upon the Company's property ranking behind the charges for securing the new First Mortgage Debentures and to be secured by a Trust Deed in favour of the Trustees for the present First Charge Debenture Stock, framed in accordance with the draft already prepared and approved by such Trustees, with such modifications (if any) as such Trustees or the Court may approve.

- 5. The Company shall issue to each Holder on the date when this Scheme beare selective of any of the existing Prior Lien Bonds an equivalent unount at part of the new First Mortgage Debentures carrying interest as from the 1st April 1919 (up to which date the interest on such Prior Lien Bends shall be paid in eash), togother with £10 of fineome beheuture Stock and 100 Priorit Sharing Ortificates in respect of each £100 of his holding of such Prior Lien Bonds, and so in proportion for a less amount. The belance of the said authorised series of new First Mortgage Debentures and Profit Sharing Certificates not required for issue to the Prior Lien Bondholders under this clause shall be at the disposal of the Debentures and Supa, 200 of such Cebentures and 339,200 of such Cebentures and 339,200 of such Certificates shall be at the Supposed of by the Directors for hisrst instance.
- 6. The Company shall issue to each holder on the date when this Scheme between Selective, of any of the existing First Charge Debenture Stock: or Second Charge Debenture Stock, 2010 of the new Non-Camulative Income Debenture Stock in respect of each £100 of First Charge or Second Charge Debenture Stock held by him, and so in proportion for a less amount.
- 7. The Company shall issue to each holder on the date when this Scheme because iffective of any of the existing Funded Interest Certificates, whether issued in respect of interest accrued on the First Charge Debenture Stock or the Second Charge Debenture Stock, an equivalent amount at par of the new Non-Cumulative Income Debenture Stock. No further Funded Interest Certificates shall be issued in respect of any interest accrued, or to accrue, on either of the said Stocks subsecuently to the 29th February, 1912.
- 8. No person shall be entitled hereunder to have issued to him any fraction of any Income Debenture Stock for a less sum than £1, and any Income Debenture Stock which would but for this present provision full to be issued in fractions of £1, shall be sold by the Directors for the best price obtainable, and the net proceeds of such sale distributed pro rate amongst the persons who would otherwise have been entitled to such fractions under the provisions of this Schemo.
- 9. The holders on the date when this Scheme becomes effective of the citizen Point Lie Bonds First and Second Charge Debenture Stocks and Funded Interest Certificates shall be deemed and be bound to accopt the issue to them of the new First Mortgage Debentures Profit-Sharing Certificates and Income Debentures Stock to be issued to them under this Scheme (together in the case of Prior Lien Bondholders with the payment to them in cash of any interest accrued and unpaid thereon up to the 21st March, 1912, and in the case of any holder of any such securities with any cash, representing proceeds of Income Debenture Stock sold to avoid fractions, to which such holder is ontitled) in full satisfaction and discharge of all their rights and chaims against the Campany or its property in respect of their said existing securities, and shall against such issue deliver up to the Company to be cancelled their said existing securities.
- The capital of the Company shall be reduced to £450,000 divided into 200,000 issued Ordinary Shares of £2 each and 200,000 issued Ordinary Shares of 5s. each, such reduction being effected
  - (e) By writing off £3 of the £5 of capital paid up on each of the issued 200,000 Preference Shares and reducing the nominal amount of each such Share to £2, and by writing off £4 15s. of the capital paid up on each of the existing Ordinary Shares and reducing the nominal amount of each such share to 55.

Parker.

- (b) By cancelling and extinguishing altogether the 100,000 unissuod Pre-Preference Shares of £1 each.
- (c) By cancelling all special rights attached to the issued Preference Shares (including in particular all rights to receive the arrears of dividend accumulated on such shares) and convorting such shares into Ordinary Shares.
- 11. The Company's Articles of Association shall be altered in such manner as may be required to give effect to this Schome, and in particular so as to provide for the application of the net profits of the Company available for distribution in respect of each financial year in accordance with the provisions hereof.
- 12. The Company shall pay all costs, charges and expenses of the Trustees of the Deeds securing the existing Prior Lien Bonds and Debenture Stocks of the Company of and incidental to this Schome and to carrying the same into effect.
- 13. Upon this Scheme becoming effective (which expression as herein used means upon a copy of an Order of the High Court of Justice or of the Court of Appeal sanctioning this Scheme with any modification imposed or approved by the Court and assented to by the Company and confirming the proposed reduction of the Capital of the Company and approving such Minute as required by Section 51 of the Companies (Consolidation) Act, 1908, and also a copy of the Minute so approved, being duly filed with the Registrar of Joint Stock Companies as required by the said section), all the then existing rights and claims of the holders of the Prior Lien Bonds First Charge Debenture Stock Second Charge Debenture Stock and Funded Interest Certificates of the Company against the Company or its property shall by virtue of this Scheme be absolutely extinguished, and in lieu thereof such Bondholders, Debenture Stockholders and Funded Interest Certificate Holders shall have the rights, and the rights only, conferred upon them respectively by this Scheme, and all special rights, privileges, or advantages of any description attached to the Preference Shares in the capital of the Company, or the shares of reduced amount then representing such Preference Shares shall be absolutely eaneelled and extinguished, and such shares shall be Ordinary Shares. And as soon as conveniently may be after this Scheme has become effective, and subject to their being paid all costs, charges and expenses payable to them, the Trustees of the Trust Deeds securing the Prior Lien Bonds and Debenture Stocks of the Company respectively, shall deliver up such deeds to the Company and shall execute and do all assurances, deeds, documents and things which the Company shall reasonably require for re-conveying and releasing to the Company the property comprised therein respectively, or any part thereof, freed and discharged from all principal monies and interest secured by and from all claims and domands under such deeds or any of them.
- 14. As soon as conveniently may be after this Scheme has become effective the Directors shall convert all the shares in the reduced capital of the Company into Ordinary Stock.
- 15. The Company may assent to any modification of this Scheme or to any condition which the Court may think fit to approve or impose.
- 16. Nothing in this Scheme contained shall affect any charge, lien, or security, except as herein otherwise expressly provided.

Dated this 5th day of March, 1912.



Mr Edison Regarding the Scheme of reorganization of the Dunderland from Dred les Limited This mile have the effect of reducing the par value of the 6833 Ordinary Shares held by you from £ 5 to 5 shillings per share The meeting to effect the reorganization was held man 19th the bary day your notice reached here A. J. Stiller

### DUNDERLAND IRON ORE COMPANY, LIMITED

#### CANADA HOUSE,

NORFOLK STREET, LONDON, W.C.,

24th August, 1912.

#### To the Shareholders, Bond and Stock holders.

DEAR SIR (Or MADAM),

I am instructed by the Board to place you in possession of the following information as to what has transpired concerning the Company's affairs since the Meeting held on 19th March last.

You have already been informed that the Scheme of arrangement was duly passed in a modified form, and the Petition for reduction of capital confirmed. So far as the holders of Prior Lien Bonds, Debenture Stocks and Funded Interest Certificates are concerned, the Scheme provided that, if Messrs. Fried Krupp decided not to participate, the scentry holders and creditors would be relegated to their respective original positions with the rights thereunder, except that the date for repayment of the principal moneys and premium secured by the Prior Lien Bonds was extended to the 31st January, 1913.

Alessra. Fried Krupp's Mining Engineer made his investigation of the ore deposits during June and July last; and, although arrangements have been made for further tests with the Ulrich Wed Magnolic Separator to be carried out at Magdeburg, with ore mined by Messra. Krupp, they have informally notified the Company that they do not intend to exercise their option to participate in the finance of the Company.

Some of the ore deposits are stated by Messrs. Krupp to contain large bodies of ore favourably situated for open-cast working, but other deposits are said to appear to contain in places a large over-burden of waste rock, the removal of which would materially add to the cost of mining. In their opinion the ore deposits require further investigation, the expense of which they are not prepared to undertake.

Under these circumstances, and as the Company had no funds to carry out further investigations of the ore deposits, it was considered impracticable at this stage to open negociations with other parties.

The Prior Lien Bondholders consequently considered it necessary in their interests to apply to the Court for a Receiver to protect their security, and as the Directors were advised that they could not effectively oppose the application, they had no alternative but to concurr, as the property was considered to be in joepardy. The Trustees for the various issues also concurred, and when the Motion was heard on the 31st ultimo Sir William B. Peat was appointed Receiver and Manager on behalf of the Prior Lien Bondholders.

The property is undoubtedly of considerable value, especially now that a process has been found for effectively producing a high grade concentrate from Dunderland Orc.

The Company's waterfalls at Renfossen can be barnessed at a reasonable cost, and the consequent saving in production cost would be considerable.

The Directors hope that it will be possible to formulate a new Scheme of Capital Reorganisation, and as far as possible will assist the Receiver and the Trustees to that end.

Yours faithfully,

J. A. SELWAY, Secretary.

May 16, 1914.

Mr. H. F. Miller,

I hand you herewith the certificate for 336 shares in The New Dunderland Company, Ltd. together with a copy of a levter from The New Dunderland Co. to Sir G. Croydon Marke dated April 29, 1914 which explains why only 336 shares are sent to Mr. Edison instead of 6733.

Kindly acknowledge Receipty

1

DH/JU

FNCLS.

to Reeps

#### [ATTACHMENT/ENCLOSURE]

COPY.

8. Old Jewry,

London, E. C.

29th April, 1914.

Sir G. Croydon Marks, 57 & 58, Lincoln's Inn Fields, W.C.

Dear Sir,

#### PROFIT SHARING CERTIFICATES.

In reply to your favour of yesterday. Mr. Edison was the Registered Holder of 6,733 Ordinary Sharss of £5 each. In 1912, by order of the Court, these Ordinary Shares were reduced in value from £5 to 5s. each and immediately thereafter were (with certain Preference Shares) converted into a uniform Ordinary Capital Stock. Mr. Edison's proportion of this Ordinary Stock was £1,683. 5. 0.

In accordance with the Scheme of Arrangement (copy of which is enclosed herewith), paragraph 15, One Profit Sharing Certificate was allotted to each \$5 Stock, and Mr. Edicon's proportion of Certificatee was 336 - a Certificate for which was sent to you.

I hope thie information will enable you to give Mr. Edicon's Legal Department a satisfactory reply.

Youre faithfully,

The New Dunderland Company, Ld.

J. A. Selway, Secretary.

OPTION TO PURCHASE Dec. 17, 1912 Covers property in Silver Lake, owned by Thomas A. Edison - Option to Federal Storage Battery Car Company

## STORAGE BATTERY CAR COMPANY

BEACH CARS

#### EDISON STORAGE BATTERIES

SILVER LAKE, NEW JERSEY

March 6, 1912.

Ur. Thomas A. Edison, Orange, New Jerse Que Hy door Mr. Milson: reak is loss out-

About the use of the initidings here; we have been going along, having our wood work me and I find that it is too that it was the right way to do, but I certain parts of our wood work that we ought to make our selves. The parts that we should make are the simple parts: For instance, the sills of a car are very simple and easy to make, and the siding and reef boards and all of the parts in which comparatively little hand work is involved. Whorever there is machine work; that is, pleaser, nortising and tononing on this work, then we can do it very much checker than On the other hand, whore an amount we can have it done outside. of hand work is required, like the windows and posts, then I think we can get it done out side chospor than we can do it ourselves. It is not so much the quastion of getting it done cheaply but getting it done when we want it and the heavy expense of ourtage and drayage together with the delays incident to coming through the proper time and keeping our force working uniformly all lead me to think that the proper thing to do was to put in a small amount of machinery and do the work here

Thos. /. Edison -2.

and as the business grows add more and more to it. For after all, we are connecturors and our hope of profit and success lies in being manufacturers, and to ruke the case more concrete, we pay Sjoberg say 31100 to furnish us knocked down the wood work for a body. How what Simberg really charges us is his labor exactly what he pays for it plus 10%; he charges us for his materials plus 50%; he then charges us 15% profit and in addition to all of the above \$250 general expense. He is at the present time building five of these bodies for us. How as a matter of fact we have practically all of the general expense paid for hore. If we did this work it would not add one cent to the gener: 1 2 xpense, excepting rest of an additional building and the power. Our same foremen and name bookkeepers and same draughtsmen would do all the work. Now in order to do this. I have to have another building. There is a large amount of work apparently coming and it seems to me the best plen, if you are agreeable, is for us to take all of the four buildings. I don't see how we can get along with less. I notice that you are having stored a lot of material in this front building that we are not using, and I think there is plenty of room so you can store all that you want in the back end and we use the front for the machine shop. Kindly let me know if this will be agreeable. We could of course if you want the building in the Spring move out into another building that we could I have had a very good opportunity to got a lot of wood working machinery cheap. A concern in New York failed and had about \$12,000 worth of machinery which is in good order and which I have bought

Thos. A. Rilson - 3.

for 31500. It is just exactly what we want.

There is another feature in it and that is that it will give the generator over to the Chemical Works zero load. They are all the time kicking became we don't take more current and that will halp, so all told it seems to me that the plan is a good one if you approve of our occupying the front and of the building which you have reserved for your own use.

Kindly let us know before you go to Florida and oblige, as the machinery should be here the latter part of this week.

Yours truly,

R. H. Beach

3/18

Mr Meadowcraft The Licorie Factory has cost as follows Pais for land shuldings 908.25 Nov 20 1911 Aor 20 1912 Total meluding interest to Jany 1-1913 There is a mortgage on the property of 25,000.

dollar to see in hand paid, the receipt of which is loredly school-legal in the property of which is loredly school-legal in the property to which is loredly school-legal in the property the option to purchase from me at any time before a many the option to purchase from me at any time before a many the property of the purchase from me at any time before a many that Silver nineton bunded and four long the from the American lake, now any many. And I egree that if said proporty of school-legal the following the first part of the following the first part of the school option within the time above mentional and price phich shall be a farrican to become company for end property, and is a school of said property of the manual originally paid by the school of the first pairs, but the manual originally paid by the property up the following the school of the first property up shall exercise its privilege of purchase under this option. In order to word misumore manage, I hereby state that the property has a first property and forcy the command, including interest and forcy the otherwise the said school of the first pain forty-the command of the property has a first pain of the property and forcy the command of the property has a first pain of the property and forcy the command of the property has a first pain of the property has a first pain of the property and forcy the command of the property has a first pain of the pain of the property has a first pain of the pain

Storage Battery Oar Company shall exercise its privilege of purchase under this option, it will assume a martise of twonty-five thousand dollers now standing as 11mm upon said property.

Thosa Edwon

Dec 17. 1912 We acknowledge, the society of the

above afetion,

Torderal Storage Battery Cor & y PCH Book Bear

#### Legal Series Richard W. Kellow File 1913

Correspondence – Real Estate for William L. Edison (1913) [env. 73] Correspondence with John F. Monnot (1913-1919) [env. 114] Assignment and Release from Rosanna Batchelor (1913) [env. 136] Correspondence with John Cruikshank (1913) [env. 137] License Agreement with Henry B. Clifford (1913) [env. 139] License Agreement with Henry B. Clifford (1913) [env. 149]

R.W.K. #73 CORRESPONDENCE, MAP, ETC OF PROPERTY
IN MORRISTOWN, MEW JERSEY
R. L. PACKARD - WILLIAM L. EDISON MAY 14th, 1913

SPECIALIST ON NORTHERN NEW JERSEY PROPERTIES.

W. B. LITTELL.

SO CHURCH STREET

TELEPHONE, CONTLAND B41

New York, May 16,1915.

H. T. Hiller, Esq.,

Edison Laboratory,

West Orange, N. J.

Dear Sir:

Enclosed herewith please find letter in which the annual lease privilege is given to hr. William L. Edison of property belonging to Mr. R. G. Packard.

This I trust will be satisfactory, and the lease will go into effect upon payment of first quarter's rent.

This I will be glad to forward and obtain satisfactory receipt for, if you will address envelope to me personally. .

Hoping this will be satisfactory, I remain,

Yours very truly, Little

Encl.

#### [ATTACHMENT/ENCLOSURE]

R. G. PACKARD, PRESIDENT

R. G. PACKARD CO., DREDGING.

FILLING LOW LANDS, SUBMARINE ROCK EXCAVATION. BUILDING AND REPAIRING DREDGING PLANT AND VESSELS. BHOPS AND BASIN FOR VESSELS, FOOT EAST 28TH STREET, BAYONNE, N.J. TELEPHONE, 114 BAYONNE.

FREIGHT RECEIVED AND OFLIVERED PACKARD'S BIDING, BAYONNE, N.J., VIA LEHIGH VALLEY R.R.

> Mr. W. B. Littell. 50 Church Street, City.

Dear Sir:-

In accordance with telephone offer made May 9, I hereby lease for one (1) year, from June 1, to Mr. William L. Raison, our place on Sussex Arenue, mear Morristown, N. J., for the sum of Three Rundred Dollars (\$300) per amum payable quarterly in advance. The privilege is kerbey granted for renewal of lease for

another year at the same price.

The map enclosed describes more particularly the area included.

HANOVER SQUARE BUILDING,

TELEPHONE, 921 BROAD, 130 PEARL ST. 96 WATER ST.

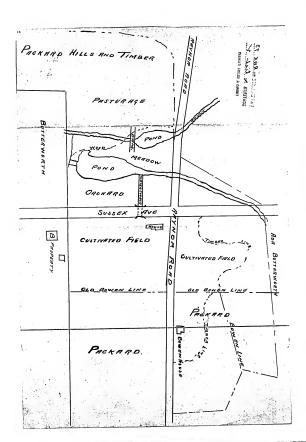
NEW YORK, May 14, 193 ....

At. A. Miller:

This form is O.K. But in
order to five date seemed with the
Clear at resemble the region for present
of 1st giventished leave beginning
Jene 1-1913 
DHolden

Orange, N. J., May Received from Thomas A. Edison

Siret quarters rent of leave beginning fine + 1913 to It & Edwin of The Street quarters and of the second of the second of the Street and the





August 23, 1913.

#### Mr. Miller:-

#### I am handing you herewith:

l copy of agreement between T. A. Edison, and Edison Storage Eattery Company and J. F. Monnot and Edison Accumulators, Ltd. regarding the sales right of Edison Storage Ltd. regarding the sales right of Edison Storage Ltd. regarding the sales of Edison Storage Ltd. Report Storage Ltd. R

I em also handing you copy of contract existing between J. F. Romnot and the Arrol-Johnston Limited people? F. Romnot and the Arrol-Johnston the people of the contract of the contract are in Great Britain. Mr. Edison has approved this contract, and a copy of same with his approval has been taken by Br. Monnot to Great Britain for his files.

I am handing you these two papers for safekeeping as Treasurer of the Edison Storage Fattery Company.

M. R. HUTELTSON

## WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

ACCUMULATORS LTD AS MONEY AN BANK

366BRP0

LONDON 76 FST 44 ;

CLT ZYMOTIC

FOR EDISON NY.

SHARES OF COMPANY ALLOTED. NO PUBLIC SUBSCRIPTION WAS MADE. ADVERTISEMENT YOU SAW DAILY MAIL ONLY FOR INFORMATION AND TO COMPLY\_BRITISH RULES\_ FOR PAYEMENT DUE SHORTLY PLEASE DRAW THIRTY DAYS EST CHTOSON EDISON

## WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES CABLEGRAM

Received at 16 BROAD STREET. NEW YORK

191

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## **WESTERN UNION**

ANGLO-AMERICAN

DIRECT UNITED STATES

Received at 16 BROAD STREET, NEW YORK

366BRP0

LONDON 76 FST 44 :

CLT ZYMOTIC

FOR EDISON NY.

SHARES OF COMPANY ALLOTED. NO PUBLIC SUBSCRIPTION WAS MADE. ADVERTISEMENT YOU SAY DAILY MAIL ONLY FOR INFORMATION AND TO COMPLY BRITISH RULES FOR PAYEMENT DUE SHORTLY PLEASE DRAW THIRTY DAYS STORT ON EDISON ACCUMULATORS LTD AS MONEY IN BANK

## **WESTERN UNION**

ANGLO-AMERICAN DIRECT UNITED STATES CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

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2/366BRPO ZYMOTIC 32 CANNOT BE WITHDRAWN BEFORE CERTIFICATE IS DELIVERED FROM REGISTRAR, CAGLE YOUR ACCEPTANCE AND OBLIGE-BUSINESS VERY SATISFACTORY EXPECT GREAT SUCCESS - VERY SORRY HEAR YOU ARE NOT WELL HOPE GOOD NEWS SOON MONNOT



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From London

November 14th, 1913.

Edison -

Denk, second quarter has been called on slictment, third quarter due month later. Belsnes when called to the Bearter due stort due to the soorting to terms of prospectus submitted to you and English practice.

We don't need money at present on which we would have to pay interest. Balance of stock in Tressury will be placed when required. Please cable your acceptance to request or instructions. Earce secured fine offices and show rooms. Opening next week.

Monnot .

Mr. Hartelund Edward to

# WESTERN UNION MERICAN DIRECT UNITED STATES

ANGLO-AMERICAN

CABLEGRAM

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Received at 16 BROAD STREET, NEW WORK PRED RATE

JK BR 129

LONDON

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1913 NOV 17 AM 11 43

LCO ZYMOTIC

FOR HUTCHISON AN

V-YORK..

WILL EDISON AUTHORIZE ME PAY TWENTY FIVE THOUSAND DOLLARS TO CROMELIN HERE OR SHALL IC CABLE MONEY TOMORROW CABLE ANSWER IMMEDIATELY SORRY HE IS DISTURBED ASSURE HIM I AM DOING FOR BEST AND WILL PLEASED WITH RESULTS BATTERIES AT ARROL JOHNSTON ON DEPOSIT TO WAY 1 100

## **WESTERN UNION**

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ANGLO-AMERICAN

DIRECT UNITED STATES

CABLEGRAM

Received at 16 BROAD STREET, NEW YORK)

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MONNOT

# WESTERN UNION

ANGLO-AMERICAN

384

CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

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LONDON 54

73603

GLT ZYMOTHE FOR HUTCHISON

**NÉMAOSK** 

WILL SELL BATTERIES TO APPROVED VEHICLE MANUFACTORESS MARING ARRANGEMENTS WITH 195 TO DEVELOP MARKET WHICH WE HAVE CREATED A AND WHEN NOT CONFLICTING WITH AGREEMENTS MADE WITH BRITISH MANUFACTURERS NO MANUFACTURERS CAME HERE BEFORE DLD ALL

PIONEER WORK AND HAD TO MAKE AGREEMENTS HERE EXPECT PROMPT

ANSWER CABLE RECARDING MOUNT

ENG. DEP'T.
RECEIVED

Mr. Hutcheson Have you had Here is he answer. (attacks)

#### [ATTACHMENT/ENCLOSURE]

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The transfer of the state of th
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The American Marie and American State of the Control of the Contro

Hamilla for mounts CABLE LETTER, W. U.T. Co. EDIBATT WE ARE NOT FAMILIAR VI YOUR AGREEMENTS COMMERCIA CAR BUILDERS THERE, GENERAL VEHICLE AND WAVERLY HAVE OPENING FOR NUMBER OF TRUCKS CAN EQUIR EDISON BUT IF CANT BUY EDISON WILL INSTALL LEAD AND GUARANTEE PERFURINANCE ON MAINTHINANCE BASIS FIVE YEARS. MUST KNOW QUICKLY IF CAN BUY EDISON FROM YOU. CHECK RECEIVED. CONGRATY-LATIONS. . HUTCHISON.



### IRVING NATIONAL BANK NEWYORK

CABLE ADDRESS:

November 19th, 1913.

Mr. Alva Edison,

Edison Laboratory,

Orange, N. J.

Dear Sir:-

At the request of the London County & Westminster Bank, Ltd., London, and for account of the Edison Acumulator, Ltd., we enclose herewith our check to your order for \$25,000.

Kindly sign enclosed original and duplicate receipt, and return same to us promptly and oblice

Yours very truly,

POT PTO INVING HATIOHAL BAIK, WE YORK.

ENCLOSURE Nº32

=	ALVA EDISON	New York, I	New York, Nov. 19TH 1913	
Bank	Dear Sirs:		rclose Check for	
tional Fork	THENTY FIVE THOUSAND AN for account of Edison Account by order of London Count	UMULATOR LIMITED	\$5000000000000000000000000000000000000	
Men	by order of	101	5 7	
Ē,		Irving Nationa	d Bank	

WESTERN UNION

Form 2875

ANGLO-AMERICAN

DIRECT UNITED STATES

# CABLEGRAM

Received at 16 BROAD SPREET, NEW YORK

LONDON 28

LONDON 28

CLT ZYMOTIC, 73717

FOR HUTCHISON, 93717

OPENING GENERAL HAS PROBABLY PEOPLE WE HAVE INTERESTED WILL SELL BATTERIES ASK THEM HAVE THEIR LONDON AGENTS

COMMUNICATE WITH US TO COOPERATE TOGETHER





### COPY

March 14th, 1916 AM-8-2256

Nesers. Thompson-Sachman-Stevens-Matchison-File.

I have a memoradum from Nr. Edison reading as follows;

"On and after April ist, 1916, all goods shinted the discount to Monnot is to be increased to 24 and 25, being the average discount now in this country. Notify him.

Please take notics:
Nr. Storens will kindly notify Nr. Monnot-

Arthur Mudd

CC-Messrs. Veale-Mohr-Van Muise-Maxham-Bremer-Flynn-Coggine-Mise Levy and Mise Conway:

March 16th, 1916

Vr. Arthur Madd:

I have your memorandum of the 14th inet., Reference AM-8-2256, in which you advise that Mr. Edison neuronos Ar-e-2256, in which you advise that Mr. Edison has instructed that on and after April 1st, 1916, we are to increase the discount on all goods shipped to Edison Aco-umilators, Limited, to 24 and 24.

I interpret your memorandum to mean that we will allow 24% discount on complete cells and parts, with an additional 2% for each; the discount on electrolyte to remain the same, viz: 10%, plus 2% for eash, and that this increased discount is to apply on all goods shipped to Edison Acoumilators, Limited, we to continue delivering goods f.o.b. London, and assuming transportation charges, regular and war risk insurance.

I shall be pleased to have you advise me wheter or not this same discount is to apply on the sales effected by Mr. Monnot covering the Paris Consignment stock. As I advised you over the 'phone, the expense of shipping goods to Mr. Monnot has increased from three to four fold eince the war began, but I assume that Mr. Edison was thoroughly conversant with that fact when he decided to increase the discount.

If my interpretation of your memorandum is correct kindly advise me.

I am attaching hereto a copy of a letter I am addressing to Edison Accumulators, Limited, notifying them of the increased discount.

Walter Stevens.

Enol.

40

### COPX

### EDISON ACCUMULATORS, LTD.

London, 18th Dacember, 1916.

Walter Stevene, Esq., Manager, Export Division, Edison Storage Eattery Company, Orange, N. J.

My dear Mr. Stevens,

I duly received your two letters of the 10th and 22nd ult. and have noted contents. I am following up the two enquiries you have referred to us through our local agent in Sweden, and thouk you for having called same to our attention.

Ho A. H. Johnson & Company, 15d., I note that Hr. Rid con witness them to place the orders drawed with you undor the towns of their agreement. As the explore on August Mats, 1917, and if I have the poor the tention to was becomes that explore on August Mats, 1917, and if I have to the poor them that the content of the speciment of the poor that the speciment of the poor that the specimen of the specimens of the specim

We are perfectly willing, as I have already teld you, to climinate phodesis and British Best Africa from the emendment to our original agreement, as I understand that these are included in the territory of Mesero. A. H. Johnson & Company, Ltd.

Be C. Sentes, the critical was only my personal representative for the sold of the gilloch bettery, and no erroment has been entered into since the first, of the content in the state of the content of the interfered with your added to transposed in I have nothing more to say, but I sincered you have the content to the content of the c

I hope you are not under the impression that I am trying to interfere with your department, but in this case it was only because this expresent can made with your knowledge when I was heading this territory and I wiended to protect this firm, who have done a great deal! to make the Rilliano hattery knowledge.

with best regards,

I remain, Yours very truly,

RDISON ACCUMULATORS, LTD.

(gigned)

. P. Monnot. Managing Director. EXPORT DIVISION OF THOMAS A. EDISON, Inc.

DIVISION:

Edison Laboratory

Memo. No. --

\$587E07:

Territory Assigned to Edison Accumulators, Limited. Date Jan. 26th, 1917.

Mr. R. W. Kellow:

I recently communicated with gdi son Accomminates, bid, , ponden, and called their attention to the foot that in the Assemblement to the original agreement, we insure restricting of manigard to glick and Assemblement, liet, the territory of the committee of the

In my communication I saied them to signify their willingness to aliminate bovishme and southern Reddesie and British mass Arfice from the genemant to the original agreement and Than Jone boresth a copy of a letter received From Elison Accommitators, its, and by reforring to the third pragramy outli note that they are willing to eliminate the territory above mentioned from the Amendment to the original agreement, Please ettach this copy to the immediate properties of the contract of the co

I am sending the original letter received from Edison Accumulatore, Ltd., to Er. Arthud Imdd, of the Storage Bettery Company, in order that he may attach same to his copy of the Edison Accumulator, Ltd. Agreement.

WALTER PROPERTY.

Enol.

w s c

Form 1918-5M-12-16

١,

# Edison Storage Battery @.



ADDRESS THE COMPANY AND REFER TO

Mugust 22nd, 1919.

Edison Accumulators, Limited and John Ferreel Monnet,

London, England.

Gentlemen:-

In accordance with our rights under the provisions of paragraph [18] of the agreement between Thomas Alva Edison, Edison Storage Battery Company, Edison Accumulators, Limited, and John Verreel Binnot, dated the 20th day of September, One Thousand Bine Bundred and Thirteen, we hereby notify you of the termination of the exclusive license granted by said agreement and all amendments thereto, said termination to take effect ninety days from the date hereof.

Yours very truly,

EDISON STORAGE BATTERY COMPANY

By C. E. Sholes

Vice Press & General Manager.

Attest:

Assistant Secretary



LAW OFFICES

BLH-NEWARK 70

JOHN E. HELM

DENTIAL BUILDING, 765 BROAD STREET, NEWARK, N. J

DES NEWARK, N. J. DES NEWARK, N. J.

April 26th, 1913.

Harry F. Miller, Esq., Secretary to Thomas A. Edison, Edison Laboratory, Orange, N. J.

Dear Mr. Miller:-

I am enclosing herewith a letter from Edward Q. & George M. Kensbey, which I have had in my possession for sometimes, and of which I spoke to you over the telephone several times.

Kindly arrange to have this lotter handed to Mr. Edison for his persual, and also lot me know when I can see his and take the ratter up with him. As you undoubtedly know I have been keeping this matter in absymance because the longer he drags it out, the sooner the Statute of Limitation to probuting.

I am sending you this letter marked personal, because I do not care to have the letter go through the other chrnnels which would be the case if I should have addressed it to Mr. Edison.

Should you find time tomorrow morning, I wish you would telephone to Mr. Reashey, that you have the same and the matter will be taken up the first part of nort week, As Mr. Edison has been very busy he has not been able to take up this matter, and he feels that it will take quite sometime to definitely decide just what he will do.

Mr. Keasbey may rest assured that an answer will be forthgoing sometime next week.

Very truly yours,

JEH/EH

In the thing yours,

### [ATTACHMENT/ENCLOSURE]

# EDWARD Q. & GEORGE M. KEASBEY LAW OFFICES ROOMS 1020-1025 UNION BUILDING

TELEPHONES 4004 MARKET

NEWARK, N. J.

John E. Helm, Esq.

April 3, 1913.

Prudential Building,

Newark, N. J.

pear Mr. Helm:-

Our client, Mrs. Charles Batchelor of New York, is as you know, the owner of 248.44 shares of stock of the Edison Phonograph Works. She has also 118.56 shares of the same stock in addition. These latter shares are now in the hands of the Mercantile Trust Co. of New York in pursuance of an agreement of which you have knowledge. Mrs. Batchelor, nearly two years ago was approached by persons representing Mr. Edison with a view to purchasing these shares, and she referred the matter to us. At one time counsel for Mr. Edison suggested to us a figure for the entire stock which would have amounted to the purchase of the 248.44 shares at a little over \$200. per share. We declined this offer and since that time have been in communication with you as representing Mr. Edison on this subject. He has recently submitted to us certain statements of the business of the Company on the face of which alone, the value of the stock is shown to be largely in excess of that figure. Meantime, you have promised to take the matter up with Mr. Edison and bring about some definite proposition.

Mr. Edison and his nominees have been for many years the directors not only of the Edison Phonograph Works, but also of the National Phonograph Works, to which alone the products of the works have been sold, and Mr. Edison owns nearly all the stock of both companies. Mrs. Batchelor as stockholder in the Works, is of

## [ATTACHMENT/ENCLOSURE]

### EDWARD Q. & GEORGE M. KEASBEY LAW OFFICES ROOMS 1020-1025 UNION BUILDING

9-15 CUNTON STREET

TELEPHONES 4004 MARKET

J. E. H .--- 2.

4/3/13.

course entitled to ask Mr. Edison for a full statement of the business between the two companies, and to have it made clear that the works has received all the profits to which it is entitled under the agreements made upon the organization of the Company, and she is also entitled to know during how long a period the Works earned more than enough to pay 25% on its stock by reason of which she would be entitled to dividends on the 118.56 shares of stock held by the Mercantile Trust Co. It was in August, 1908 that Mr. Edison wrote to Mr. Batchelor that the Company cleared over \$200,000. in 1907 .

Mrs. Batchelor wants only what she is reasonably entitled to, but she must insist on receiving her share of the profits which the Company earns, assuming it to be managed whoaly in the interests of its own stock holders, and she is of course entitled to a full examination of the books relating to the subject.

She is, as you know, asking \$500.00 a share for her 248.44 shares, and on receiving this, she would surrender her interest in the 118.56 shares held by the Trust Co., tweet a satisfactory settlement is not made without delay, she insists that we bring proceedings for discovery of accounts with respect to dividends and the assets of the Phonograph Works.

We hope that you will see Mr. Edison at once and give us an answer within the next ten days,

Sur 2 Har M. Heardey

#### EDWARD Q. & GEORGE M. KEASBEY LAW OFFICES ROOMS 1020-1025 UNION BUILDING 9-15 CLINTON STREET

TELEPHONES 4004 MARKET

NEWARK, N. J.

July 2, 1913.

John E. Helm, Esq.

Attorney for Thomas A. Edison.

prudential Bldg., Newark, N.J.

pear gir:-

Enclosed herewith, please find original and copy of a letter this day received from Mrs. Batchelor in reference to the stock.

In this connection, I beg to say that I have had positive directions from her to begin suit unless this matter is closed up along the lines indicated and within the time stated in her letter,

CHEK/A.

Yours very touly,

Go. M. Kensbey

[ATTACHMENT/ENCLOSURE]

Mr. Ger. M. Heasky,
Dean Sir,
I have pecceived

four letter of fine 30 th
and have decided to
accept 300 a chare for any
248, 44 chases in the Edward
Chomograph Works, providing
the mathe can be puttled
hefore I and for Emple

# [ATTACHMENT/ENCLOSURE]

in July 13. I therefore authorize four to accept this price if Mr. Colina is pilling to hay it and, as four already know. I hant a cash pettlement. Very Duty Jaurs, Nos anno Batcheler. July 1st 1913.

ATTACHMENT/ENCLOSURE]

My Edison
, Mortklen will come
up Monday to tack with you
regarding this
fifth

7/3/13

Kenny-

Orange July 14 1913

My after of 282 for Mrs Batchelors stock payable in one year secured by bonds of the works the stock track the whole to be placed in Toust with a trust Co, and an advance payment of \$5000. is the but I will do - This is very much more in fact double what the Slock could be sold for, + I only offer this large price because the saving annually in our accounting dept well be about \$ 7000, this was explained to Wirs B over two as for the stack in years ago trust Co- this has no value Thever. had it was extra stock would to give me voting Control -This Or Column

July 15, 1913

Mrs. Rosanna Batcholor, New York City.

Doar Madam:-

I hereby offer to purchase the entire interest which your husband, Charles Batchelor, formerly had in or in relation to the Edison Phonograph Works, a corporation of New Joreey, the same concisting of the following:-

248.44 charse of the capital etock of said Edison Phonograph Works formerly issued to Charles Batchelor, and reissued on Hovembor 4, 1912, certificate No. 135 to yourself, and now standing upon the books of said Edison Phonograph Works in your name.

Any and all interest which you, your husband, or hie cetate, or the beneficiaries thereof have or may have in any of the carmings or property of said Edison Phonograph Works at any time up to this date and growing out of the said stock interest or any part thereofr.

All interest or claims in or in any way relating to 1185.6 shares of the stock in said corporation hald by the Morcantile Trust Company under agreements between myself and said Morcantile Trust Company dated respectively January 21, 1890 and April 8, 1890, including all rights under an agreement of April 8, 1890 between eaid Charles Batchelor and myself.

Any and all interest in the stock, earnings or property of eaid corporation under or by virtue of any interest in said 1185.6 wheree of its capital stock or in said agreement of April 6, 1890 between said Charles Batchelor and myself.

In payment for the foregoing, I agree to pay the sum of \$70,226.53 as follows:-

\$5,226.53 in each, and my personal notes bearing interget at the rate of six percent and for the following amounts:

One note payable six menths from date for \$12,000 to be delivered to you or your attorney on compliance with the provisions thereof.

Assume 3. the one note payable six months from date for \$20,500.

" And One note payable one year from date for \$32,500.

These notes to be secured by the following collatoral, namely: \$65,000 in bonds of the Edison Phonograph Works which are secured by first mortgage on the plant of the Edison Phonograph Works at West Orange, Now Jorsey.

The notes (except the first note for \$12,000) and bonds referred to are to be deposited with the Farmers Loan & Trust Company of Now York City, who are to hold the bonds as collatoral security for the payment of said notes until all of said notes have boon fully paid with interest, at which time said bonds are to be returned to me. All payments upon said notes deposited with the Trust Company are to be made direct to the said Trust Company, who shall act as your agent for receiving such payments.

You ere to deposit with the Farmers Loan & Trust Company south certificate No. 135 issued Nov. 4, 1912 for 246.44 charce of the capital stock of the Edison Phonograph Works, said certificate having been previously assigned by you in blank. You are also to deliver to the Parmers Loan & Trust Company a suitable in-

Extrement signed by all the proper parties and conveying to me all releasing before all releasing before all tights and claims which you, the cetate of Charles Batchelor, or any and all beneficiaries of the cetate of eadd Charles Batchelor have or may have for any interest in stock, cernings or property of said corporation under and by virtue of an agreement of April 8, 1890 between mysolf and Charles Batchelor, and including all interests in or claims upon 1185.6 shares of stock in said corporation now held by Mercantile Trust Company under agreements between myself and said Mercantile Trust Company dated January 21, 1890 and April 6, 1890.

The said etook cortificate for 248.44 shares, above referred to, together with the said instrument of conveyance and release to be held by eaid Trust Company to be delivered to me upon payment in full of the aforesaid notes with interest.

Very truly yours,

Thomas Of Column

August 15, 1913.

Thomas A. Edison, Esq.,

West Orange, New Jersey.

Dear. Sir:-

I, personally and as Executrix of the entate of my deceased husband Charles Batchelor, hereby accept the proposition contained in your letter to me dated July 15, 1913, and in accordance with the stipulations therein contained, I am placing with The Farmers' Loan and Trust Company certificate number 133 for 248.44 shares of the capital stock of the Edisn Phonograph Works stending in my name and endorsed in blank by me, and also a suitable instrument of conveyance and release which has been approved by your attorney and which is dated the 15th day of August, 1913.

Yours very truly,

Avanna Batchelor midwidually and as Erecuting of the lateth of Charles Batchelors by Frederick Gella Attorney in faces.

JDS

ASSIGNMENT AND RELEASE OF ROSANNA BATCHELOR AND ROSANNA BATCHELOR, EXECUTRIX

THOMAS A. EDISON

DATED: August 15, 1913.

Delos Hold Eu-

DELOS HOLDEN COUNSEL THIS IUDENTURE made this /5th day of August, 1913 by MRS. ROSAIMA BATCHELOR, of No. 33 West 28th Street, City, County and State of New York, individually and as Executrix of the Betate of Charles Batchelor, deceased, with THOMAS A. EDISON, of Liewellyn Park. West Orenge, County of Beecx, and State of New Jersey, WITHESENTH:

WHEREAS, I, Rosanna Batchelor, was on the 2lat day of January, 1910 duly appointed Executrix of the estate of Charles Batchelor by the Surrogate of the County of New York, State of New York and now on the duly appointed and qualified Executrix of said estate, a certified copy of the Latters Testamentary issued to me and showing my said appointment and present authority as Executrix being attached hereto as Schedule A hereof, and

WHEREAS, by the will of my deceased husband, Charles Batchelor, of which estate I am Executrix, me aforesaid, a certified copy whereof is attached hereto as Schedule B hereof, all his estate, both real and personal, of whatsoever kind and character, was given, devised and bequeathed to me, Roseanna Batchelor, and to my heirs forever, by virtue whereof I became and am the sole beneficiary under the said will, and

WHEREAS, prior to and at the time of his decease on the let day of January, 1910, my deceased husband, charles Batchelor, was the owner of 248.44 shares of the capital etock of Edison Phonograph Worke, a corporation of New Jersey, and WHEREAS, by agreemente made between said Thomas A. Edison and the Mercantile Trust Company of New York City dated respectively January 21, 1890 and April 8, 1890, oppies whereof are attached hereto as Schedule C and Schedule D hereof, said Thomas A. Edison deposited in the eaid Hercantils Trust Company 1185.6 charse of the capital stock of said Edison Phonograph Works to be held under a trust as set forth in said agreements, Schedule C and Scheduls D, and which said 1185.6 chares of stock are still in the hands of said Mercantile Trust Company as Trustee under the agreements aforessid, and

"HEREAS, by an agreement between Thomas A. Edison and my deceased husband, Charles Batchelor, dated April 8, 1890, a copy of which is attached hereto as Schedule E hereof, said Thomas A. Edison granted to said Charles Batchelor certain rights with respect to one-tenth part of said 185.6 shares of trusteed stock held by said Morcentile Trust Company as Trustee and as fully appears in said agreement, Schedule E, and

WHEREAS, upon my surrendering to said Edison
Phonograph Worke ite stock certificates issued to my said
husband, Charles Estchelor, Hoe. 1, 44, 60 and 81 for
5, 25, 25 and 193.44 shares of said capital stock respective
ly and amounting in all to 248.44 shares, the said Edison
Phonograph Works on November 4, 1912 reissued said etook to
me. Rosanna Estchelor, evidencing the reissue thereof by ite
certificate No. 133 issued in my name for 248.44 shares of
its capital stock, and

WHEREAS, I am still the owner of the said 248.44 shares of the capital stock of the Edison Phonograph Works and of certificate No. 133 issued to me on November 4, 1912 and by virtue of the foregoing there is vested in me individually and as Executrix certain rights and interests,

NOW, THEREFORE, this is to witness that I, Rosanna Batchelor, individually and as Executrix as aforesaid of the estate of my husband, Charles Batchelor, for and in consideration of the sum of One Dollar to me in hand paid by the said Thomas A. Edison, and of other good and valuable considerations, receipt whereof is hereby acknowladged, have given, granted, transferred, assigned and conveyed and do hereby give, grant, transfer, assign and convey unto said Thomas A. Edison all and every interest in and to the aforesaid 248.44 shares of capital stock of said Edison Phonograph Works, and in and to the said certificats No. 134 issued to me on Movember 4, 1912, and any and all interest in and claims for, in and against any and all earnings and property of said Edison Phonograph Works at any time up to the date hereof and growing out of the said stock interest or any part thereof, and all and every interest and claim in or in any way relating to the sforesaid 1185.6 shares of the stock in said Edison Phonograph Works hald by the Mercantile Trust Company under the aforesaid agreements of January 21, 1890 and April 8, 1890, Schedules C and D respectively, and including all rights under said agreement of April 8, 1890, Schedule B, together with any and all interest in and claims for stock or earnings or property of said Edison Phonograph Works at any time up to the date hereof under or by virtue of any interest in said 1185.6 shares of its capital stock and under or by virtue of said agreement of April 8, 1890,

Soheduls E, and also any and all claims, demands and causes of action against said Edison Phonograph Works which I now have and which arise out of previous ownership of said 248.44 shares of the capital stock of said Edison Phonograph Works or any part thereof, or which arise out of the aforesaid rights with respect to ons-tenth part of said 1185.6 shares of the capital stock of said Edison Phonograph Works now held by said Mercantile Trust Company as Trustee under agreements of January 21, 1890 and April 8, 1890, Schedulss C and D, or which arise out of said agreement of April 8, 1890, Scheduls E.

AND BE IT FURTHER KNOWN that I, Rosanna Batchelor, individually and as Executrix as aforesaid of the estate of my husband, Charles Batchelor, in consideration of the sum of One Dollar and of other good and valuable considerations to me in hand paid by Thomas A. Edison, the receipt whereof is hereby acknowledged, have remised, released and forever discharged and by these presents do for myself, my heirs, executors and administrators remiss, releass and forever dischargs the said Thomas A. Edson, his heirs, executors, and administrators, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, claims and demands whatever in law or in equity which against them and each of them, I, my husband, Charles Batchslor, and the estate of my said husband sver had, , now have or which I, my hsirs, executors or administrators hareafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsosver from the beginning of the World to the day and dats

of these presents, and which arise out of previous ownership of said 246.44 shares of the capital stock of said Edison Phonograph Works or any part thereof, or which arise out of the aforesaid rights with respect to one-tenth part of said 1185.6 shares of the capital stock of said Edison Phonograph Works now hald by said Mercantile Trust Company as Trustee under agreements of January 21, 1890 and April 8, 1890, Schedules C and D, or which arise out of said agreement of April 8, 1890, Schedule E.

And I do hereby warrant and covenant that I have full power and authority to convey the property and interests herein assigned and to make and execute the within release.

IN WITHESS WHEREOF, I have hereunto set my hand and seal this /5/2 day of August, in the year of our Lord, One Thousand Nine Hundred and Thirteen.

Sealed and delivered in the presence of:

Individually and as Executrix of the estats of Charles Batchelor.

by Frederick Gelle

STATE OF NEW YORK ) SS.

on this 11th day of August, 1913 before me personally came Frederick Geller, the attorney of Rosanna Batchelor, individually and as executrix of the Estate of Charles Batchelor, deceased, and who as such attorney executed the foregoing instrument, and acknowledged that he executed the seme as the act and deed of Rosanna Batchelor therein described, both individually and as executrix of the Estate of Charles Batchelor, deceased, by virtue of a power of attorney duly executed by the said Rosanna Batchelor, individually and as executrix of the Estate of Charles Batchelor, deceased, bearing that the 15th day of July, 1913, Batchelor, deceased, bearing date the 15th day of July, 1913,



Deleverma.

Motary Public (3527)

Newsfork County

[ATTACHMENT/ENCLOSURE]

# Surrogates' Court,

IN THE MATTER OF THE

# ESTATE

CHARLES BATCHELOR,

(Certified copy)

# Schedule B.

IN THE NAME OF GOD, AMEN.

KHOW ALL DEM BY THESE PRESERVE, that I, CHAPLES
MATCHEAGE, of the City and State of New York, being of sound mind
and memory and mindful of the uncertainty of life, do make, publish and declare this to be my last Will and Tostament, in words
and form following, to wit:

PIRST: I direct that all my just debte be paid.

SECOID: I give, devise and bequest all my property
both real and personal of whatsoever kind ena-communer and warrover situate unto my beloved wife Rosanna Batchelor and her heirs
forever.

THIED: I hereby nominate, constitute and appoint my said wife Rosanna Batchelor the sole executrix of this my last Will and Testament, and it is my wish that she be not called upon or required to give any bond or bonds as such.

IH WITHESS WHEREOF I, CHARLES BATCHELOR, have to this my last Will end Testament consisting of one sheet of paper cubscribed my name and set my seal this twelfth day of January eighteen hundred and eighty-seven.

CHARLES BATCHELOR (L.S.)

The foregoing Will of CHARLES NATCHALOR consisting of one sheet of paper was signed, subscribed and scaled by the said testator CHARLES NATCHALOR in the presence of us and each of us, and the said CHARLES NATCHALOR at the time of so signing, subscribing and scaling the same did in our presence and in the presence of each of us declare the foregoing instrument so subscribed signed and scaled by him to be him last Will and festament and thereupon we at the request of the said testator in his presence and in the presence of each other sign our names hereto he attestice

# [ATTACHMENT/ENCLOSURE]

witnesses this twelfth day of January 1887.

John C. Tomlinson (L.S.) residing at No. 228 West 44th Street,
New York City.

Alfred W. Kiddle, (L.S.) residing at No. 7 East 130th Street,
New York City.

# THE STATE OF NEW YORK,

### BY THE GRAGE OF GOD FREE AND INDEPENDENT.

To all to whom these presents shall come or whom they may concern,

SEND GREETING:

	KNOW YE, That at the Count	y of New York, on the 21st		
day o	January before Hon-	in the year of our Lord one thousand nine hundred and ABRER C. THOMAS,		
ten before Hon. ABRIER C. THOMAS, a Surrogate of our said county, the last Will and Testament of				
Charles Batchelor				

deceased, was proved, and is now approved and allowed by us; and the said deceased having been at the time of

the County of New York, by means whereof the proving and registering said will and the granting

State of Bew Bork, } gs.:

the whole of such original record.

Form R. G. M.

T. DANIEL J. DOWDNEY, Clerk of the Surrogates' Court of said County, do hereby certify that I have compared the foregoing copy of the last Will and Testament... deceased. CHARLES BATCHELOR. \_\_\_and recorded in Admitted to probate January 21, 1910, Liber 887 of Wills Page 110 (togother with Letters Testamentary with the original record thereof now remaining in this office, and have found the same to be a correct transcript therefrom and of

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the Surrogates' Court of the County of New York, this 7th day of August in the year of our Lord one thousand nine hundred and thirteen.

# THE PEOPLE OF THE STATE OF NEW YORK.

BY THE GRACE OF GOD FREE AND INDEPENDENT.

To all to whom these presents shall come or whom they may concern,

SEND GREETING:

11-9-D 6-57

KNOW YE, That at the County of New York, on the

in the year of our Lord one thousand nine hundred and January . .

ABNER C. THOMAS. ten

a Surrogate of our said county, the last Will and Testament of Charles Batchelor

deceased, was proved, and is now approved and allowed by us; and the said deceased having been at the time of his doath a resident of

the County of New York, by means whereof the proving and registering said will and the granting administration of all and singular the goods, chattels and credits of the said testator also the auditing, allowing and final discharging the account thereof doth belong unto us, the administration of all and singular goods, chattels and credits of the said deceased in any way concerning his will, is granted unto Rosanna Batchelor of the City of New York, N. Y ..

She being first duly sworn, well, faithfully and honestly executix in the said will named, to discharge the duties of such execut riz.

> In Testimony Whereof, we have caused the seal of office of the Surrogate's Court of the County of New York to be hereunto affixed.

Witness, Hon. ABITER C. THOMAS. a Surrogate of our said County of New York at said county, the 21st in the year of our Lord one thousand nine hundred and ten.

> Daniel J. Dowdney. Clerk of the Surrogate's Court.

### **FATTACHMENT/ENCLOSURE**

# The Attention of Executors and Administrators is directed to the following Provisions of the Statutes:

### REVISED STATUTES, PART 2, OHAP. 6, TITLE 3, ART. 1, 3 R. S. (7th Ed.), p. 2294.

- § 2. The exceutors and administrators of any testator or intestate, within a reasonable time after qualifying, and after giving the notice in the next section required, with the sid of appraisers as appended by the Surregate, shall make a time and perfect inventory of all the goods, chattels said excellits of such testator or intestate, and whore the same shall be in different and distant places, two or more such inventories, as may be necessary.
- 8.3. A notice of such appraisances shall be served, five days previous thereto, on the legatese and next fix in, reading in the constrainty where such property shall be; and it shall also be posset in the of the most public places of the foot public places of the foot public places. In the constraint is not public places at which such appraisances with the most shall be secreted.
- § 4. Before preceding to the creention of their duty, the appraisers shall take and subscribe an eath, to be inserted in the inventory male by them, before any officer authorized to admisse caths, that they will truty, honestly and impartially appraise the personal property, which shall be estilisted to these, according to the bast of their knowledge and ability.
- § 5. The appraisers shall, in the presence of such of the next of kin, logatese, or oreditors of the tostator or intestate as shall attend, proceed to estimate and appraise the property which shall be exhibited to them; and shall set down each article separately, with the value therse in dollars and conta distinctly in figures, opposite to the articles respectively.
- § 6. The following property shall be decised assets, and shall go to the executors or administrators, to be applied and distributed as part of the personal estate of their testator or intestate, and shall be included in the inventory thereof:
- 1. Leases for years; lands held by the scenesd from year to year; and estates held by him for the life of another person.
- The interest which may remain in the deceased at the time of his death in a term for years, after the expiration of any estate for years therein, granted by him or any other person.
  - 3. The interest in lands devised to an executor for a term of years, for the payment of debts.
- Things annexed to the freehold, or to any building, for the purpose of trade or manufacture.
   and not fixed to the wall of a house, so as to be desential to its support.
  - 5. The crops growing on the land of the deceased, at the time of his death.
- 6. Every kind of produce raised annually by labor and cultivation, except grass growing and fruit not gathered.
- Reut reserved to the deceased which had accrued at the time of his death.
- Dehts seemed by mortgages, bonds, notes or hills; accounts, money and hank bills, or other circulating medium, things in action, and stock in any company, whether incorporated or not.
- Goods, wares, merchandise, ntensils, furniture, cattle, provisions, and every other spacies of personal property and effects, not hereinafter excepted.
- § 7. Things annexed to the freehold, or to any huilding, shall not go to the executor, but shall descend with the freehold to the heirs or devisees, except such fixtures as are mentioned in the fourth sub-division of the last section.
- § 8. The right of an heir to any property not enumerated in the preceding sixth section, which by the common law would descend to him, shall not be impaired by the general terms of that section.
- § 9. Where a man having a family shall die, leaving a widow or a minor child or shildren, the following articles shall not be decemd assots, but shall he included and stated in the inventory of the state, without being appraised:
- 1. All spinning-wheels, weaving-looms, one knitting-machine, one aswing-machine, and stoves put up or kept for use by his family.
- The family Bible, family pictures, and select-books used by or in the family of such deceased person, and books not exceeding in value fifty dellars, which were kept and used as part of the family library before the decease of nah person.
- 8. All sheep to the number of ten, with their fleeces and the years and cloth manufactured from the same, one core, two swines and the pork of ends swine, and necessary food for such swine, sheep or cow for sixty days, and all necessary provisions and fuel for such widow or child or children for sixty days after the death of such deceased person.
- 4. All necessary wearing appared, beds, besidesads and bedding, necessary cooking intensils, the oldshing of the family, the dolbse of the widow shell her ormanests proper for her station; one taking sich saint, where havines and forch, survey labels, invite sace-gas and associans, one sagar side, nos milk pot, one ton pit and twelve spoons, and also other household furniture which shall not exceed one hundred and fifty dolbers in value.



Shamokin, Pa., July 16th, 1913.

Mr Thomas A. Edison, Orange, N. J. Dear Sir:-

This letter is intended to avoid, if possible, publicity and the great excitement that would follow throughout the Country, if L should proceed as suggested by some of the best Lawyers of the Country.

But as I am of a retired nature, I thought that I would first ask you if you would kindly grant a order to the Chief Clerk of the Patent Office, km F. Would, to give me a copy of your specifications and sketches, together with all amendments, dates and data of your application, as it now stands for a patent on a "TALKING MOVING PICTURE MAGHINE," as it appears in the secret archives of the patent office at the present time.

This order, Mr Woolard, declares I should have; then if it should be found that I have no cause for action, all publicity and a concequent existement of litigation would be avoided.

Now, Mr Edison, I have no designs against you, neither do I envy your wealth, but you must surely know that I feel deeply interested in this patent.

It is now more than four and a half years since I wrote to you saking your bely no complete a very valuable invention, that I was about to apply for patent on, and which I told you was directly in line of thought with some of your greatest inventions. I also told you that when completed, this invention would prove to be one of the most valuable patents that had ever been issued.

I knew that I had the basic principles alright; but as I was so very poorly fitted out to do the work necessary to complete the many details that would be required in order to make my invention as perfect as possible, and knowing that you were so theroughly fitted out to do all such work, and feeling that it was very possible that you could do such work better than I myself could do it, I offered you a one-hair interest in the patent as a consideration for such valuable assistance; and, that I you were in a position to accept such a propestion, you should appoint a time and place where we could have a secting and I would than open up my sepert to you with implicit confidence.

To the above referred to letter I received an answer through your Secretary saying that you requested him to write so that yashtime at the labratory was so uncortain, that it would be difficult for you to make such an appointment as I had suggested, and that you wished to know if I could not write you regarding the matter.

allached

Well, this put me in a dilemma; not that I doubted your homestry, but I did not feel that it was business to give my secrets to you before being informed that you would entertain my proposition; provided, you saw in my invention something worthy, new and valuable, especially knowing that you had notified the world that you had retired from commercial or outside work.

So I took the matter up with Mr John Mullen, of this place, and from whom I had received a letter of introduction to you, and after a very short conference with him, we concluded that you would not sak for, nor even allow me to give you my secrets, unless you was in a position to accept my offer, if you thought it new and valuable; and therefore, it was decided that it would be best to open up to you in perfect confidence.

Just at this time I had completed full specifications and rough aketohes of my invention, which were addressed to Messars Munn and Company, of New York, from which they were to draw my application for a patent on what I called my "MILVING, TALKING, MAVING PICTURE MACHINE," after the talk with Mr Mullen, it was decided that in order to save time, and that if you should decide to accept my offer, that you might probably wish to suggest some changes in the specifications, that I had better send the papers, which were addressed to Messrs Munn and Company, to you, which I did, and trusted you as probably I would no other sam. Of course, I felt in importance and value of this invention, and very anxiously awaited your reply.

allacher

Well, your answer came, and its contents was not only a great shock to me, bit I'filled me with astonishment and surprise in several different ways. I have this letter in your own handwriting, as well as the type-written one by your secretary. The first, was written on the back of my specifications by yourself before turning it over to your Secretary to type-write; both the pencil written letter and the type-written letter are exactly the same. This letter began by asying you are too late" and that there were then several patents on "TALKING, MOVING PIOTHER MICHINES, want that you also had patented this combination, and then you went on with a slight description of principles on which they were worked, but when you spoke of your own, I was surprised to know that the back principles don, which had been submitted to you, and also as shown in my rough setches which had also been submitted to you, and the septiments.

However, I had no disposition to doubtyour word or honor, and believe that you had taken out such a patent, and that the basic principles were practically the same as that which I was about to apply for a patent on. I thought it would be simply trifling to mak application for a patent for the same thing you declared that you had already patented. So that I wallowed my disappointment at the time and waited for this wonderful invention to be presented to the public.

After waiting quite a long time to hear that the plotures were on exhibition at least in an abbreviated form, P became very impatient and saked Mesers Mann and Companys of New York, to furnish me with copies of all patents on talking, seving plotures machines that had been issued, and especially all those taken out by Mr Thomas A. Elicon. I was surprised when informed by letter that accompanied all copies of such patents that outlo be found that Mr Edison had not taken out such a patent. This I thought must surely be a mitated and therefore I had three separate searches made after which they assured me that you had not taken out such a patent on any such combination; but it might be possible that you had made application for same which was still in the secret Archives of the Patent Office.

Well, this made me still more anxious to see this patent, for up to this time I had no doubt of your having taken out such patent, so I took the matter up with the Patent Office, and after the exchange of several letters I was informed that the Patent Laws do not fix any definite time within which a patent must be issued, and that by smending the application each year some patents had not sesued for more than ten years. This, I am told, is evading the trae spirit of the Patent Laws, and if such smart practise is allowed by the Officials it would seem to me to be a first class case to be submitted for investigation, so that the law can be remedied if found defective and prevent sharp practises in the Patent Offices.

I have been advised to prepare all papers to be submitted in evidence; these papers will include the original specifications and sketches that were addressed to Measrs Munn and Company, but which were sent to you for your perusal, and by your returned bearing on its back, in your own handwriting, the answer to my letter which was also typewritten by your Scoretary. I have also preserved a copy of the letter of introduction to you, as well as copies of all letters sent to you, and have the letters you wrot to me. All these papers will be included in the batch to be forwarded to Washington, with the necessary oath attached.

Mr Thomas A. Edison -4-

Now, Mr Edison, I hope that youw will grant me the order requested above, because you know that I allowed my application to fall through your telling me that you had taken out a patent on practically the same basic principles as my invention, and you certainly know that you should not have saked me to write you of my proposed patent at all; because, you know then that you had retired from all commercial work and, therefore, should have positively refused to hear my scorets.

I did not drop my patent because you stated that I "was too late," because none of those that were patented at that time were worth much, but because of the fact that you had written me, you had patented practically the same thing, and in the same way as shown in my sketch and specifications submitted to you.

If this should prove to be a mintake, I am informed by my lawyers and who are among the best in the Country, that there is not the slightest doubt that damages can be recovered; and, that the damages would be proportion to the importance of the patent in question.

Hower, I am opposed to litigation, if it can be avoided; or, to giving a statement to the press at least before I have tried to reach the true merits of the case in the mammer above suggested, because, I believe honest men should avoid dragging thair private matters before the public, if it is at all possible to do so.

Therefore, I hope that you will grant the order for copies of the patent papers as requested, and I will not make any move towards jectigation until you have had a reasonable time to answer this letter.

Assuring you that I only desire that which is absolutely honest and just, I  $\mbox{am}_{\mbox{\scriptsize m}}$ 

Yours most respectfully,

Jno Cruitshante.

## [ATTACHMENT/ENCLOSURE]

COPY.

Nov. 7, 1908.

Jno. Cruikshank, Esq., Shampkin, Penna.

Dear Sir:-

Your letter of the 5th instant requesting an interview received. Mr. Edison directs me to write you that he is so very busy that it is hard for him to ascertain just what days he is at the Laboratory. Cannot you write a letter and mail it to him here.

Yours very truly,
(Signed) H. F. Miller
Secretary.

### [ATTACHMENT/ENCLOSURE]

Nov. 12, 1908.

Jno. Cruikshank, Esq.,

Shamokin, Penna.

Dear Sir:

Yours of the 9th instant regarding the combination of the moving-picture machine and phonograph received. Mr. Edison directs me to write you that you are too late, there are a number of talking-moving picture machines already, being exhibited in this Country and several in Europe. He has patented the combination of the two, using a shaft connected phonograph and kinetoscope. Another party uses a cord to connect the two and others use only the phonograph and kinetoscope side by side.

So far the illusion is not very perfect and the public do not take to them very well. It will require years of experimenting to get perfect results. In conclusion he directs me to write that he has retired from work along commercial lines go will not be the man to work out the idea.

> Yours very truly. (Signed) H. F. Miller

> > Secretary.

P. S .-- I return herewith your letter to Munn & Co.

July 23rd, 1913.

Mr. John Cruikshank,

Shamokin, Pa.

Dear Sir:-

Your favor of the 16th instant to Mr. Edison was recoived. He is very busy and is engaged from 18 to 20 hours a day on exceedingly important matters. Hence, I will reply to your letter myself.

receiving a constant streem of unsolicited and undestreal letters from inventors from all over the world. These have flowed in steadily on an average of six or seven a day. They come from inventors working on all kinds of devices, including also some along lines on which he himself in working. On the continuous control of the continuous control of the control of t

which the letter of his Secretary to you of November 12th, 1000 was based, he said you are to his Secretary to you of November 12th, 1000 was based, he said you are to his secretary to you can be a secretary to you can be a secretary to you can be a secretary to the your special provides the secretary to the year 1900, if not service. You can get Munn & Coto obtain copies of these patents for you. I think you will find you were anticipated several years.

Mr. John Cruikshank, Page -2-July 23rd, 1913.

based his talking ploture apparatus on the papers you sent him you are pursuing a others. He first projected the dea of talking sotion plotures in the year 180%, and the before your perimenting from that these on, received was working on the theory your letters of Horeacher, 1908 services was working on the type of apparatus that he has since successfully employed.

As you make a point of the remark in our letter of Hovember 12, 1908, that Mr. Addson had retired from commercial work, let me say for your information that we had sometiming of a joke on him about this. About that time he got a notifian that he would devote himself to research work only, buthers a natter of fact he never changed him methods of work except to plunge into commercial work more deeply.

Let me suggest once more that you have copies of the foreign patents obtained for you. An examination of them may save you much useless trouble and expense.

Yours very truly.

Assistant to Er. Edison.

.P.S. -- I have just glanced hastily over a file of patents at hand and for your information will mention a few that were insued some years ago.

United STates Patent No. 656,762 issued to A. Baron, August 28, 1900, for taking and reproducing animated scenes and sounds.

Application filed October 31, 1898.

French Patent No. 328,145, issued to L. Gaumont & Co., Hovember 18, 1902, for apparatus for synchronizing the phonograph and Einetoscope.

English Patent No. 413 of 1905, issued to Oskar Messter for same kind of apparatus.

English Patent No. 206 of 1907, applied for January 3, 1907 by Leon Gaumont for same kind of apparatus.

French Patent No. 375,8889, applied for March 19, 1907 by Oswaldo de Faria for apparatus of the same nature.

Mr. John Cruikshank, Page -3-July 23rd, 1913.

These are but helf a dozen which I have picked up at random. Soorse of similar patents were issued in the United States, England, France and Germany in the early part of the States, England, France and Germany in the early part of the last decades only on minor details of apparatus for producing tailing patents only on minor details of apparatus for producing calking pictures by synchronizing the phonograph and finetoscope.

# [ATTACHMENT/ENCLOSURE]

MEADOW CROFT. You better have Munn ?! Yorage paleuls on sking Pictures, you



# THE UNIVERSAL Shade-Holder Company

The Cruikshank Patent

SHAMOKIN, PA. 001:25

Mr. Thomae A. Edison. Orange N.J.

Orange N.J.

MEADON OROFT.

No contraction to you by my Associacy

Dear Sir:-As the last letter written to you by my Attorney just reached you when you returned home sick, we could not expect an answer within the time limit given you, and as I did not wish to take any advantage, I advised you that my Attorneys would not be allowed to move in the matter before we were advised that you were able to resume your work. So tho my Attorneys appear to think that I am showing a great weakness, yet I have declared that they should wait for only 10 days more, for even the you have ignored my letters, I would at least convince you that I am not trying force you into litigation by "declaring an Interference", just for the sake of persecuting you, as you show in your "Forty Years of Litigation" that so many inventors have done even by False Oaths , and "Corroded Models and all such fraud, Nothing of this kind will appear in this Case, provided you force me to appeal to the Law , because we will produce only the origional Specifications, and Sketches, which were prepared for, and addressed to Mesrs Munn & Co. of New York, from which they were to make out my application for a Patent on what I called my "Living, and Talking, Moving Picture Machine", but at your request that I would write you of my Invention, and after I had again conculted Mr. John Mullen, we concluded to trust this whole batch of papers to you, so that if you should accept my offer, you would likely wieh to suggest some changes in our epecification, and possibly the Sketches .

openinuation, and possibly managers, I received territhe shock, well, when, you returned these papers, I received territhe shock for in this patent I had vise the fillions of Dollars, yet I saw in your own hand-writing the dictation of your reply to me, and which can be shown that the secretal the specification to Munn & Co. and which chales, this enswer starts off as follows, and which chales, this expression wouldnot have caused me to read the same than the same that the same start of the patents of the patent was known that none that had been shown were really any good, but when Mr. Edison-added that he himself had patented this same thing, and that the Basic principles of his Patent were, practically three-same as was shown in my plans, and sketches submitted that the first toward pressing we claim for a patent But after waiting for a couple of years for this great patent to appear, I ordered & Sarchitho to make, and was attonibled to

find that no such a Patent had been taken out by Mr Edison. Now Mr. Edison if I had entertained any reasonable doubt of your not having had such a Patent at that time, I certainly would have pressed my claim for a Patent at that time, and this is why the golden opertunity was lost, by confidence . Then again, Mr. Edison, you know that you gave as your reason for not being able to join me in this matter, that you had "Retired from Commercial work", but you certainly knew this when you asked me to write about all concerning my Patent. Now Mr. Edison if you will take the trouble to inquire , you will find that I am strictly honest, and upright in all my dealings with everybody, and very easy to get along with, but do you not think under all the circumstances here related, that it is but natural that I should have a desire to see a Copy of your Patent, and yet, this is all that I am asking. If you will kindly grant this request, my attorney has told you that if we find the dates to be all right, and that there should be no cause for action, that will end it all. Thus we, by acting reasonable might avoid expensive litigation. and that is what both of us have declared that we dislike. Therefore, I will promise that even if the dates are confusing, for the sake of avoiding Courts, and Law, and Lawyers , I

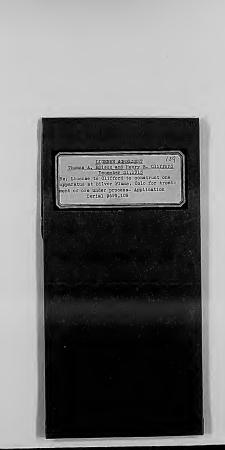
would deal more than liberally with you, or I will even meet you now in an effort to wipe out even any supposed trouble. You now in an effort to wipe out even any supposed trouble, the trouble will be if it ever gets into the Courts, for I Gwint counting on much Bluff on either side, and therefore I making every effort to avoid the start, if I is possible. However, this will be my last appeal, and in conclusion, let express the hope that you are fully restored to health, of Course, I do not like to have my letters ignored, and for that reason I would be gratified to have a replay, even if to say that you feel obliged to decline my request. Hoping to have a line from you within 10 days, I am,

Very truly yours,

Ino Cruikshank

P.S. I will hope to hear from you, theause I was compelled to assure my Lawyer that I would not restrain them from taking action longer than 10 days from this date.

This action includes an Application for Patent, and Declaring an Interference, and simultaneously giving out my the same time our Congressman will try to heve the Laws of the U.S. Patent Office investigated, all of which I hope will not be necessary.



Sout to have been downed to Shir Pelm Reduction Conjung to the by motion on sorty dette march 25,7914.

#### LICENSE AGREEMENT

MEMORANDUM OF AGREEMENT made this 3 nd day of Accession, 1913, by and between THOMAS A. EDISON, of West Orange, New Jersey, first party, and HENRY B. CLIFFORD, of Denver, Colorado, second party, WITNESSETH:

WHEREAS, a certain process and apparatus for the treatment of ores to recover the valuable constituents thereof have been recently invented and developed by and under 
the direction of first party at the Edison Leboratory, 
West Crange, New Jersey, said process being hereinafter 
referred to as the "aforesaid process" and said apparatus 
as the "aforesaid apparatus"; and

WHEREAS, first party is the owner of a certain application for Lettere Patent of the United States relating to said process and appearatus, said application being entitled Method and Means for Concentrating Ores, having been filed by first party on or about the 23rd day of May, 1912, and bearing Serial No. 669,109; and

WHEREAS, first party is about to file an additional application or applications for Letters Patent of the United States on the aforesaid process and apparatus; and

WHEREAS, an agreement dated October 30, 1913 relating to the aforesaid process and apparatus was heretofore made and entered into by and between the parties hereto; and WHEREAS, the entire right, title and interest in and to the said agreement dated October 30, 1915 is owned by the parties hereto, and said parties desire to terminate and cancel the said agreement and the license granted thereby and to enter into a new agreement in lieu thereof;

NOW, THEREFORE, the parties hereto have agreed and do hereby agree as follows:-

- (1) It is mutually agreed that the said agreement dated October 30, 1913 and the license granted thereby are hereby canceled and terminated.
- (2) First party hereby grants to second party the right and license to construct mills employing the aforesaid apparatus for installation and use in the following territory in Clear Creek County, Colorado, to-wit: The Griffith Mining District (in which District the towns of Silver Plume and Georgetown are located), said territory being hereinafter called "the aforesaid territory"; to install the said mills in the aforesaid territory; and to operate the same when so installed and use the aforesaid process in connection therewith for the treatment of ores of mines located within the aforesaid territory, except ores of the Colorado Central Mines Group and their extensions. The right and license hereby granted is strictly limited as aforesaid and applies only to the process and apparatus for the hydraulic treatment of cres, including classification and concentration of the same, invented and developed as aforesaid between the first day of July, 1911 and the date hereof, and shall also apply to any improvement in and relating solely to the aforesaid process and apparatus which may be perfected by first party during the year following the date hereof.

- (5) Second party agrees that either he or the assignee of this agreement will construct, install and begin to operate one complete aforesaid apparatus at Silver Flume, Colorado before the first day of June, 1914, it being understood that first party shall grant a reasonable extension of the period within which said complete apparatus shall be constructed, installed and operated, provided that proof esticfactory to first party is furnished to him showing that any delay in such construction, installation and operation was due to causes beyond the control of second party and his seeignee, such as etrikes, firse, floods and inevitable socidents.
- (4) It is mutually agreed that second party shall pay no royalty to first party for said right and licence except upon amounts of crude ore treated in excess of one thousand (1000) tons per twenty-four hour day, and second party hereby agrees to pay royalties to first party upon all amounts of crude ore treated in eaid apparatue in excees of one thousand tons per twenty-four hour day at the rate of ten cents (10#) per ton on all such excess tonnage. Second party hereby agrees that he will at all times keep full, true and accurate books of account showing the number of tons of ore treated in said apparatus each twenty-four hour day, and that first party or his duly accredited agent shell at all reasonable times have access to said books for the purpose of examining them to determine and verify all entries relating to the operation of said apparatus and the tonnage of ore treated. Second party agrees that upon the 15th day of January, April, July and October of each year, he will make a full return (sworn to if required) to first

party showing the number of tons of orude ore treated in said apparatus in each of the mills each twenty-four hour day during the preceding questerly period of three morths. Said quarterly periods shall end December Slat, Merch Slat, June Soth and September SOth, respectively, of each year. Second party agrees that with each such return he will remit to first party the sums due as royalties computed as aforesaid for the preceding quarterly period, it being understood that no royalties shall be due and psyable hereunder until the orude ore treated exceeds one thousand (1000) tons per days of twenty-four hours.

- (5) Second party and his assignee or its officers shall not sell stock to the public nor advertise stock for sale in order to raise money for the construction and operation of any of said mills, and shall not use first party's name in connection with the aforesaid process and apparatus in advertising matter or in the public press or upon second party's or second party's assignee's stationery, or in any other matter for distribution to the public, and shall neither directly nor indirectly use first party's name nor any part thereof in or as part of any corporation title, or firm or company name.
- (6) Second party shall have the right to assign the right or license granted hereby to a corporation new organized or to be hereafter organized under the laws of the State of Colorado and to be entitled the Silver Plume Reduction Company. Otherwise than as herein provided, the right and license shall not be assigned nor otherwise trans-

ferred except with the written consent of first party. aseignment in accordance with the provisions hereof shall vest all of second party's rights hereunder in the assignee, and all of second party's promises and obligations herein and hereunder shall be binding upon said assignee, but such assignment shall not release second party from liability hereunder in case of any breach by said assignee.

(7) Upon any breach of this agreement by second party or second party's assignes, first party shall have the right to revoke the right and license hereby granted, said revocation to take effect at the end of thirty days following the mailing of a letter (poetage prepaid) containing notice of such revocation addressed to Henry B. Clifford, Denver, Colorado, or (in case this agreement shall have been assigned) to the Silver Plume Reduction Company at ite registered office or other known address. Failure to make any payment which shall become due hereunder when the tonnage exceeds one thousand tone per day shall be considered a breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have .executed this agreement in duplicate the day and year. above written.

Witness to signature of Thomas A. Edison

Witness to signature of Henry B. Clifford

to
Thomas A. Edison
January 21, 1913
Grants Edison acklusive rights in countries
fereign to United States under Application
Serial \$641,326.

#### LICENSE

WHEREAS, we, the undersigned, FRANK L. DYER, a citizen of the United States of America, residing at Montelair, in the County of Essex, and State of Hew Jersey, U.S.A., and JOHAS W. ATLENDITH, a citizen of the United States, residing at East Orango, in the County of Essex, and State of New Jersey, U.S.A., are the joint owners of the following named application for Lettors Patent of the United States of America and the inventions covered thereby:-

HISULATING CONTOURDS, Serial No. 641,526, filed play 20, 100 May 2

and

114,45

WHEREAS, THOMAS ALVA EDISON, a citizen of the United States of America, and a resident of Llewellyn Park, West Orange, Essex County, Now Jersey, U.S.A., is desirous of socuring the horeinafter defined exclusive license and right in countries foreign to the United States of America;

HOW, THEREFORE, THIS IS TO WITHESS that for and in consideration of the sum of One Dollar and of other good and valuable considerations paid by said Thomas Alva Edison to us, said Frank L. Dyer and Jonas W. Aylaworth, as full puyment and in liou of royalties and license fees under this license, receipt of which is hereby acknowledged, we, said Frank L. Dyer and Jonas W. Aylaworth, and each of us, have gramted and do hereby grant to said Thomas Alva Edison, his heirs, assigns and other legal representatives, an exclusive license in all countries foreign to the United

States of America under the inventions of the said United States application, under any and all applications which shall be filed on said inventions in any and all said foreign countries, and under any and all Letters Fatont which shall be granted for said inventions and any of them, in any and all countries foreign to the United States of America, to the full end of the term or terms for which said license to be without payment of any regulty or license fee, and being defined and limited as follows:

The license and right in all countries foreign to the United States of America to employ any and all of tho processes and methods of the above named application and inventions in the manufacture of alkaline storage batteries, parts thereof, including containers, and accessories therefor when manufactured for use only with alkaline storage batteries, and in the manufacture of trays for said alkaline storage batteries; to make any and all of the compositions of matter of the above named application and inventions for use in the manufacture of alkaline storage batteries, parts thoreof, including containers, and accessories thorefor when manufactured for use only with alkaline storage batteries, and for use in the manufacture of trays for such batteries, and to use and vend alkaline storage betteries, parts thereof, and said accessories and trays in which said compositions are employed; and to make, use and vend articles embodying the inventions of the above named application and constituting parts of alkaline storage batteries, and including containers, accessories therefor

when manufactured for use only with alkaline storage battories, and trays for said alkaline storage batteries, and as thus defined and limited, the license and right hereby granted is exclusive in said Thomas Alva Edison.

IN TIPPESS WHEREOF, we, the undersigned, have hereunte signed our names this 21st day of farmery, 1913.

Thank L. Algun.

Fredrick R. Clone

(Witness to signature of Frank L. Dyer)

Jours Wayleworth.

(Witness to signature of Jonas W. Aylsworth)

State of New York ) : ss.:

On this 13th day of May,

1913, before me personally appeared FRANK L. BYER, to me personally known, and known by me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the purposes therein set forth.

Katherine J. Carter

NOTARY PUBLIC, NEW YORK COUNTY No. 657 NEW YORK RECISTER'S No. 5171 Plems expired Thank 30, 1915

State of New Jersey County of Essex

88.:

On this 21 day of farmary, 1913, before me personally appeared Johls W. MISTORTH, to me personally known, and known by me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the purposes therein set forth.

OUTARY GOBBO, STATE OF NEW JERSEY,

LEGAL DEPARTMENT

ORANGE, N. J. July 16, 1913

Mr. Harry F. Miller,

Dear Sir:

The west was the your files, original was I enclose herewith, for your files, or

licenses as follows: FRANK L. DYER and JONAS W. AYLSWORTH to THOMAS ALVA

EDISON (license and right in foreign countries) under application Serial No. 641,326, entitled Insulating Compounds, license executed January 31st, 1913.

HALOGEN PRODUCTS COMPANY to THOMAS ALVA EDISON, (license and right in foreign countries) under application Serial No. 691,728 , entitled Rubber Compositions and Their Production and Utilization, license executed May 13th, 1913.

Very truly yours,

MJŁ

Henry Panahan

Kindly acknowledge receipt.

#### Legal Series Richard W. Kellow File 1914

Agreement with Joseph D. Lintott (1914, 1916) [env. 41]
Correspondence from Andrew Plecher (1914-1915) [env. 74]
Settlement – Estate of Josiah C. Reliff (1914) [env. 143]
Agreement – Edison Storage Battery Co. and Pennsylvania Railroad Co.
(1914) [env. 143]
Agreement with Accumulatoren-Fabrik Aktiengesellschaft (1914) [env. 144]
Agreement with Bankers Trust Co. (1914) [env. 149]
Deed from Trustees of Sussex County Iron Co. (1914) [env. 150]
Deed from Ogden Iron Co. (1914) [env. 151]



IT IS AGREED by and between the perties to the within agreement made on the 17th day of Jamary, 1910, between THOMAS A. EDISON, party of the first part, and JOSEPH D. LIMFOTT, party of the second part, that if the eaid party of the second part shall retain possession of the premises demised by said agreement under the terms thereof, he shall pay to the said party of the first part as rent for the year beginning January 17, 1914, the eum of \$400.

IN WITHESS WHEREOF, the said parties three mesounto signed their names this 19th any of Juhruan 1914.

Joseph & Linton

Witnessee to the signature of Thomas A. Edicon.

H. F. Miller

Witnesses to the eignature of Joseph D. Lintott.

7 B Holland

EDISON CHEMICAL' W

\_\_\_\_

DATE July 21, 1916

dr. H. F. Miller

sususct 11 - Mr. Eintott

Laboratory

Orange, New Jersey

Confirming telephone coversation of this affer V
noon, we would inform you that 2000,00 per annua has been
agreed upon as the rental for the land now occupied by
lir. Lintott. Therefore, bills will be rendered every quarter
for 375,00.

I had the matter up some time ago with the Legal Department, relative to having some formal deresent made out between Mr. Edison and Mr. Lintott, but the Legal Department badvisor under the circumstances it would be best not to have Armal agreement, but just a verbal ofe.

P. Lintott has agreed to right the land at \$300.00 per annum under the condition that he is to give up any portion, or all-of-th-on-receipt of reasonable nation from lin. Edison, Mr. Lintott called here this afternoon and type he is ready to pay the rong at the rate of \$300.00 per year as soon as the proper hills are rendered.

Enclosed herewith we return to you bill of July let, for correction.

J. V. MALLER MGR.

Me. H. F. Willer

JVM/K

# [ATTACHMENT/ENCLOSURE]

ORANGE, N. J., Jul	у 1, 1916.	
ntott, Esq.,		
lver Lake, N. J.		
THOMAS A FRISON DR		
, monas 7. Esissin sin	# 11615	
Portion of Land & Buildings at		
N. J. from July 1, 1916 to		
916		Section 1 - At 1
	\$100.00	0
	ntott, Esq., liver Lake, N. J.  D THOMAS A. EDISON, DR.  Portion of Land & Buildings at N. J. from July 1, 1916 to	# 11615  Pertion of Land & Buildings at  N. J. from July 1, 1916 to  \$100.0



Florinda, Fla. pia Frost Proof, Fla. Thomas a. Esison (W) Dear Sing acquire this diaphragm for your phonograph. It has been recognized as separately patentable from the use in my telephones by the German and The U.S. and all the principle patent offices of the world, Make any arrangements with me just as you please and I shall sign over all rights for The phonograph to you to make, use and sell this my new diaphragm. Very sincerely, andrew Plecher. Encl. I sheet of drawings.

## [ATTACHMENT/ENCLOSURE]

Florinda, Fla, ma Frost Proof, Fla.

June 11. 19 14.

Dia phra & m.

America 7. C.

F D E G Bb

Tripple support

Contact.

This diapteragm is used in my telephonereceiver as well as telephone transmitter.

Same has been acknowledged as experately
patentable by the German, and U. J. and
patentable patent offices of the world,
all principle patent of the diapteragm is
The main point of the diapteragm is
The main point of the diapteragm is
The may Altme is supported so as to make
it a lever and thus make a distinct inner
and outer portion of same diapteragm.

It may have tongues and it may vary other
mise. For muser as well as speech tropus of the
mise. For muser as well as speech tropus of the
outer portion are a great advantage whilet the way
portion is not cut.

Andrew Plecher.

Robert May 19. 1915. Thomas a. Elian, Meadocraft Orange, n. J. dook This up-Hear Ser: - How got any letters My friends who know me as the inventor of the "Telephonograph" have sent me a news panes in sul! me a news paper in which same invention is called " telescribe" and is ascribed -I have still your letter in which you state that you have nothing at all to do with telephones, that you are out of that line, I have also recently (1914) addressed again several letters, giving particulars of this above named instrument, to you personally and to your company without having my letters returned or without receiving any reply whatevever. I cannot explain or harmonize the newspaper article with your or your company's action, therefore I would ask you to state that The newspaper article referred to is in error. your very troly, Misnew Plecher Min Edward wo during Server Cellers we have had from you will this man, See he has been very persistent. W Helleadower of May 25/15



78: 4-13-3M SURROGATE'S COURT: NEW YORK CO. Due and timely service of within. IN THE MALTER is hereby admitted on this... day of \_191 XXXXXXX Judicial Settlement of the Account of Daniel T. Reiff and Philip S. Hill, as administrators of the goods, chattels and credits which were of Josiah C. Reiff, Deceased. YEAR CLERK'S INDEX NUMBER COPY ACCOUNT. of which the within is a copy, was duly filed and entered in the office of the Clerk of the GRIGGS, BALDWIN & BALDWIN Atterneys for GRIGGS, BALDWIN & BALDWIN 27 Pine Street, Atterneys for Administrators. New York City 27 PINE STREET NEW YORK CITY FILE ENTELOPE No. . 1.44 CONTENTS No...... TIONAS A EDISON (Personel)

SURROGATE'S COURT: NEW YORK COUNTY.

Fol 1

IN THE MATTER

Judicial Sottlement of the Account of DANIEL T. REIFF and PHILIP S. HILL, as Administrators of the goods, chattels and oredits which were of JOSIAH C. REIFF, Deceased.

TO THE SURROGATE'S COURT

OF THE COUNTY OF NEW YORK.

WE, DARIEL T. REIFF of Kokomo, County of Howard and State of Indiama, and HILLIP S. HILL of the Borough of Manhattan, City, County and State of New York, do render the following account of our proceedings as administrators of the goods, chattels and credits which were of Joslah C. Reiff, decement on the 18th day of March, 1911, letters of administration were issued to us. On the 28th day of June, 1911, we caused an inventory of the personal estate of the decement to be filed in the office of the clork of this court, which personal estate therein set forth amounts, by appraisement by appraisers duly appointed, to \$99,505.35.

Schedule A, heteto annexed, contains a statement of all the property contained in said inventory sold by us at public or private sale with the prices and manner of sale, which sales were fairly made by us at the best prices that could then be had with due diligence as we then believed; it also contains a statement of all the debts due the said estate mentioned in said inventory which have been collected; and also all interest or moneys received by us for which we are legally accountable.

Fol 4

Schedule E, hereto annexed, contains a statement of all dobts in east inventory mentioned not collected or collectible by us with the reasons why the same have not been collected and are not collectible; and also a statement of the articles of personal property, mentioned in said inventory, unsold and the reasons of the same bodag unsold and their appraised value; and also a statement of all property mentioned therein lost by accident without any wiiful default or negligence, the cause of its less and appraised value. No other assets than those in said inventory, or herein set forth, have come to our possession or knowledge, and all the increase or decrease in the value of any of the assets of said deceased is allowed or charged in said Schedules A and D.

Sobedulo C, hereto annexed, contains a statement of all moneys paid by us for funeral and other nonessary expenses for such estate, together with the reasons and objects of such expenditures. On or about the 25th day of April, 1911, we caused a notice for claimants to present their claims against the said estate to us within the period fixed by law and at a certain place therein specified to be published in two newspapers, according to law, for six months, pursuant to an order of the Surregate's Court of the County of New York, to which order, notice and due proof of publication, herewith filed, we refer as part of this account:

Schedule D, hereto annexed, contains a statement of all claims of creditors presented to and allowed by us, or disputed by us, and for which judgment or decree has been rendered against us, together with the names of all claimants, the general mature of the claim, its amount and the time of the rendition of the judgment. It also contains a statement of moneys paid by us to creditors of the deceased, their names and the time of such payment.

Schedule E, hereto annexed, contains a statement of all moneys paid to legatees, widee or next of kin of the deceased.

schedule F, hereto annexed, contains the manes of all persons entitled, as widow, legates or mext of kin of the deceaued, to a phare of his estate, with their places of residence, degree of relationship and a statement of which of them are minors and whether they have any general guardian and, if so, their names and places of residence, to the best of our knowledge, information and belief. Sobstute G, hereto annexed, contains a statement of

all other facts affecting our administration of said estate, our rights and those of others interested therein.

Wo charge ourselves as fellows:

with amount of inventory
With amount of increase as
shown by Schedule A
With amount of roceipts not
included in inventory as
shown by Schedule A

5,216.98 \$168,788.73

\$99,550.38

64,021.37

We credit ourselves as follows:

with amount of debts not collected and personal property unsold, as per Schedule B with amount of Schedule C With amounts paid to creditors as

th amounts paid to creditors as 148,373.54 per Schodule D 152,849.03

leaving a balance of \$ 15,938.70 to be distributed to the creditors of the deceased, subject to the deductions of our commissions and the expenses of

this accounting.

The schedules which are severally signed by us are part of this account.

Respectfully submitted,

Daniel J. Reiff

Olulip S. Hill

B

Fol 7

### SCHEDULE D.

## Claims against Estate.

Nature of Claim:

Creditor:	Nature of Claim!	Amounti	
Sergeant Bros.	Lumber	\$ 79.37	
C.A.Tatum	Money loaned	1,012.00	
Frank E.Wilson	Services as mining engineer	300.00	
Anna Woerisohoffer	Money louned	88,051.96	
Kilton Labaw	Powder	145.00	
J.F.Reinhardt	Tailor Bill	19.65	
George W.Pertain	Stationery	6.75	
W.E.Connor	Money loaned	2,985.51	
Tucker Tool & Machine	CO. Machinery, etc. for mine,	411.34	
T.J.MoBride & Son	Books	58.75	
Thos. A.Edison	Money loaned	61,160.58	
Peerless Towel Supply Co.	Towel service	1.50	
Alfred B.Trigge	Judgment on note	3,340.71	سا
Samuel Insull	Money loaned	14,491.61	L
Knickerbooker Apart- ment Co.	Rent	681.94	
Parker, Hatch & Sheehan	Services in Tele- graph suit,	13,259.24	
Carl H. Schultz	Mineral water	2.20	
Dow, Jones & Co.	Subscription: to Wall Street Journal	9.65	
Fred'k J. Stone	Services in Tele- graph suit,	9,075.00	
Chas.L. Constant	Services as mining engineer	500.00	
Mrs.Kate Murray	Laundry	4.00	-
		\$195596.76	

		\$195,596.76	
Lion Gardiner	Money loened	910.60	
John Markle	Honey loaned	1,040.83	
Wallace, Butler & Brow	wn Services in Telegraph suit	30,000.00	
Commercial Cable Building Co.,	Rent,	187.50	
Dr. Frank H. Daniels,	Services	75.00	
Frank L. Stevens,	Stenographer,	73.80	
Estate of Wm. J. Palm	er.Balance of unpaid	note	
	-	21,343.63	
Bound Brook Crushed St	tone Co. " " note	1.535.88	
James L.Griggs,	Services	10.00	
Remick, Hodges & Co.,	Balance of account	329.98	
Elizabeth J.Wright,	Balance of note,	2,723.23	
		\$253,827.21	
Committee of the Commit			

### PAID ON ACCOUNT OF CLAIMS:

#Risabeth J.Wright \$ , 50,00

Drexel, Morgan & Co. 135,823.54

Estate of William J. Palmer, 12,115.20

Remick, Hodges & Co. \$446,875.54

Daniel J. Reiff Ohlif S. Hill Administrators.



CONTRACT #1485

with

THE PENNSYLVANIA RAILROAD COMPANY

and

EDISON STORAGE BATTERY COMPANY

for

(Car Lighting Batteries)

THOMAS A. EDISON (Personal)

To continue in force for thise (3) years, beginning August 21st, 1914 (and thereafter unless and until terminated by either party hereto)

CONTRACT NO. 1485

THIS AGRESSMENT mads the 15th day of July 1914,
by and between EDISON STORAGE BATERY COMEANY, 6 New Jarsey
corporation having its principal office at Wast Orange, New
Jarsey, hersinafter called "Edicon Company", Party of the
first part and The Pennsylvania Railroad Company a Panneylvania
corporation having its principal office at Philadelphia,
Pennsylvania, acting for itself and for its following named
allied companies: The Northern Central Railaya Company,
Philadelphia, Haltimors & Washington Railroad Company, Wast
Jorsey & Sasahore Railroad Company and for any other
companies that may be during the life of this agreement
controlled by or allied in interest with the said The
Pennsylvania Railroad Company and that may elect to accept
the provisions of this agreement, hereinafter called "Railroad Company" party of the second part, WIMESSETH:-

WHEREAS, the Edison Company is angaged in the manufacture and sale of Edison Storage Batteries; and WHEREAS, the Emilroad Company desires to purchase sets of Edison Storage Battery cells of the A-SH

purchass sats of Edison Storage Eattery delia of the number typs from the Edison Company to be used for the purposs hareinafter sat forth:

NOW, MEREFORE, in consideration of the pramisus and of the matual promisus herein contained, the parties hereto have agreed and do hereby agree as follone:

(1) This agreement shall continue for the term of three years from August 21st, 1914 and thereafter unless and until terminated by either party hereto at the end of said term of three years, or at any time thereafter, by six months written notice given by either party to the other of its intention to terminate the agreement.

(2) The Railroad Company hereby agrees that it will purchase from the Edison Company allstorage battary cells which it and its aforesaid allied companies may require during the life of this agreement for the purpose of electrically lighting both present and now steam passenger train cars on all of the lines of the Pennsylvania Railroad System cast of Fittsburg. The Railroad Company furthermore agrees for itself and its aforesaid allied companies that neither it nor they will use, sell or otherwise dispose of any storage battery cells purchased hereunder except for the aforesaid purpose, and will not export nor sell nor otherwise dispose of any of said battery cells for export or shipment from the United States. It is, however, mutually understood that nothing in this agreement shall operate to provent the Railroad Company from purchasing such renewal parts as may be required for the lead batteries which it non cense.

The Railroad Company reserves the right to purchase a limited number of battery cells, (other than those herein provided for. ) to be used for experimental purposes only. (3) The Edison Company agrees to sell and the Railroad Company agrees to purchase and pay for all Edison storage battery cells of the A-SH type and parts thereof ordered and supplied hereunder at the Edison Company's standard list prices in effect at the date of delivery hereunder of the battery cells to the Railroad Company, less a discount of twenty percent (20%), except that on electrolyte the discount shall be ten percent (10%). The standard list prices of the Edison Company in effect at the date of this agreement are those included in the list marked "Exhibit A", attached hereto, and made a part of this agreement. The Edison Company agrees that it will not increase its list prices for storage battery cells or parts thereof of the A-8H type during the life of this agreement. All payments hereunder to the Edison Company shall be net eash within thirty days from

date of invoice, with two percent (2) discount for each mithin ten days from said date of invoice. It is agreed that if at any time hereafter the Edison Company shall sell A-6H type Edison batteries to any other radirond customer for the aforesaid purpose at a lower price than that named in this agreement, them in once of such sale to another Radirond Company at a lower price, the Edison Company shall at once notify the Railrond Company and the price named in this agreement to the Railrond Company and the price named in this agreement to the Railrond Company shall be correspondingly reduced, it being the intention of the present agreement that the Railrond Company shall during the life of this agreement pay no higher prices for the said A-6H type Edison batteries than those gaid by any other rillroad customer of the Edison Company for said batteries for the aforesaid purpose.

For the purposes of this agreement, a full set shall consist of fifty A-SH type cells complete, including Positive and negative elements, separators, cans, terminal posts, connectors, jumpers and electrolyte, assembled and ready for use in eighteen trays, sixteen of which contain three cells each and two of which contain one cell each, each of said sixteen trays being substantially in accordance with the Railroad Company's tracing No. 47391, or in accordance with such modification thereof as may be acceptable to both parties. With each full set sold to the Railroad Company by the Edison Company shall be included two Westinghouse hand connectors #11557 complete, or in lieu thereof, other connectors acceptable to the Railroad Company. The sets shall be delivered to the Railroad Company full charged and ready for service. .. half set shall consist of eight trays containing three cells each and one tray containing one cell. Two half sets are the equivalent of one full set.

(4) The Edieon Company agrees to use reasonable diligence with ite present manufacturing equipment and system in supplying to the Railroad Company such Edison storage battery cells of the A\_SH type and parte thereof as the Railroad Company shall order hereunder. It is expresely agreed, however, that the Edison Company shall not be liable for any delay in supplying batteries hereunder due to any strike, fire, flood or any unavoidable cause, nor for any other delay unless caused by the failure of the Edison Company to use reasonable diligence as aforesaid. The Railroad Company shall have the right to obtain elsewhere such batteries as it may require for its service, in the event that the Edison Company shall be unable to make delivery of the batteries so required, but only during such period as the inability of the Edison Companyto make deliveries shall sontinue. All deliveries of battery cells and parts thereof supplied hereunder shall be f.o.b. cars Edison Company's factory, Orange, New Jersey.

(5) All type A8-H cells sold by the Edison Company hereunder will bear serial numbers as per list furnished by the Edison Company with each sahipment, and the Edison Company hereby guarantees (subject to the conditions herein contained , each set of such cells supplied hereunder for which the price provided for in Paragraph Three (3) hereof shall have been boild, as follows:

Each set of such cells shall be capable of developing, turing the ten years following the date of the shiment from the Edison Company's factory, a capacity of not less than 200 ampre hours at the normal eight hour discharge rate of 375 amperes at a cost to the Railroad Company for the maintenance hereinafter defined not to exceed an average for cells purchased during any year of this agreement of \$242.30 per full set for the entire ten year period, it being agreed that in making capacity tests, the minimum limiting voltage for a full eet shall be fifty-six volts and for half eet twentyeight volts. The aforesaid cost of maintenance chall consist solely of all payments by the Railroad Company to the Edieon Company for cans, traye, connectore, electrolyte. paint, and such othere parts as shall be necessary to restore any set of celle to a capacity of not less than 200 ampore houre at the normal eight hour discharge rate of 372 amperes, and no other charge or expenses shall be included. The Edieon Company agrees that if the average cost of maintenance defined as aforesaid for all eete purchased during any year of thie agreement shall exceed the sum of \$242.30 per full set prior to the expiration of a period of ten yeare from the date of shipment from the Edleon Company'e factory of any eet parchased during such year, the Edicon Company will thereafter furnish to the Railroad Company, free of charge. such cans, traye, connectors, electrolyte, paint and other parts as shall be necessary to rectore to and maintain at a capacity of not less than 200 ampere houre at the normal eight-hour discharge rate of 372 amperes each and every eet supplied hereunder during said year during the remainder of the period of ten years from the date of shipment from the Edison's Company factory of such set. All trays, cans, connectors, electrolyte, paint, and such other parte as may be neceesary to maintain said batteries at the aforesaid capacity of 200 ampere hours shall be furnished f.o.b. Sunnyside Yard, Long Island, N.Y., except in those cases in which the Edison Dompany shall elect to make repaire at its own factory, in which case the cell or cells to be repaired shall be

delivered to the Edison Company, f.o.b. Sunnyelde Yard, Long Island, N.Y., or Edison Company's Orange, N.J. factory, as the Railroad Company may elect. It is understood that in computing the aforesaid cost of maintenance, all iteme properly chargeable therein to all the cells furnished furing any year of this agreement shall be added together and the Edison Company shall not be required to furnish any oan, tray, connector, electrolyte, paint or other part free of charge until the aforesaid cost of maintenance of all cells furnished during the said year shall have amounted to the sum of \$242.30 multiplied by the number of full sets furnished during said year plus the sum of \$121.15 multiplied by the number of half sets furnished during said year, and thereafter only for such sets as shall have been shipped from the Edison Company's factory not more than ten years previous. By the expression "year of this agreement", is meant a full year of the agreement beginning August 21st.

It is mutually agreed that renewal of any part or parts of the said battery cells, cans, trays, connectors, electrolyte, etc., shall not be made until after a joint inspection of the came by representatives of both parties to thie agreement, nor until such representatives have agreed that such renewals are necessary for the maintenance of the cells as aforesaid, except in such cases as may require the immediate renewal of some part or parts in order to protect the service for which these batteries are intended. Joint inspection shall be made at the point where the battery is reported defective, or at each other point as All parte and may be convenient to the parties hereto. material which it may become necessary to replace in accordance with this agreement shall become the property of the Edison Company and shall be delivered to the Edison Company, f.o.b. Sunnyside Yards, Long Island, N.Y., or at the Edison Company's factory, Orange, N.J., as the Railroad Company may elect.

The guaranty and agreement of the Edican Company contained in this paragraph (Paragraph Pive) is subject to the following conditions and covers such cells only us to which such conditions shall be fatthfully observed;

- (a) Cells installed in a manner approved by the Edison Compuny, it being understood that the Railroud Compuny's manner of installation at the date hereof is approved by the Edison Company.
- (b) Cells cared for and operated in ascordance with the Emilrond Company's "Electric Car Lighting Instructions", No. 4-16, said instructions having been approved by the Edison Company. It is matually agreed that the said instructions shull not be changed except with the mutual consent of the parties here to.
- (c) Celle which, since their delivery hereunder, have been cared for and operated only by the Railroad Company and in service on the Railroad Company's lines, including cells furnished hereunder and afterwards sold to the Fullman Company, and which since their delivery hereunder have been cared for and operated solely by the Railroad Company and in service on the Railroad Company's Lines.
- (d) Cells to which the Edison Company's authorized inspectors and agents shall have access for test and inspection at all reasonable time.
- (6)It is mathally agreed that the guaranty and agreement by the Edison Compuny contained in Paragraph Pive (5) hereof shall not apply to any cell, can, tray, commestor, or other part which has been lost or damaged or otherwise affected so as to render the cell incompable of developing its

guaranteed capacity by reason of collisione, wrecks, fires, accidents, or causes foreign to the service for which the batteries furnicable hereunder are normally intended, and do not apply to any damage to any cell, can, tray, or other part resulting from explosion of gas generated in the battery cell unless such explosion is caused by an internal defect in the battery cell. The Edison Company agrees to repair such damaged cells and parts thereof including traye, connectore, jumpers, cans and other accessories at ite regular lits prices in effect at the date of such repair, less a discount of twenty percent (20%), f.o.b. Orange, New Yorcey, except that on electrolyte the discount shall be ten percent (10%).

(7) If any battery cells purchased by the Railroad Company under this agreement shall be taken out of service because incapable of meeting the Railroad Company's pperating requiremente in train lighting after a period of ten years from date of their purchase by the Railroad Company from the Edison Company, the Railroad Company shall return said battery cells to the Edison Company, f.o.b. brange. New Jersey, within sixty days after the same shall have been taken out of service. After such return of eaid pattery cells, the Edison Company shall allow the Railroad company the sum of \$1.50 for each such cell, including trays, connectors, jumpers, etc. so returned, and each such cell, ray, connector, jumper, etc. shall become the property of the Edison Company. The Railroad Company agrees to return the cells as above whenever it is in its power to do so, but failure to do so shall entail no penalty if it is not in the power of the Railroad Company to return the same.

(8) The expiration or cancellation of this agreement shall not relieve the Edison Company from fulfilling the aforesaid guaranty on all Edison storage batteries to which such guaranty applies purchased herounder prior to such cancellation and expiration.

IN WINESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

WI TWESSES:

EDISON STORAGE BATTERY COMPANY,

Walter S. Sutherland

By H.G. Thompson

Vice President,
Manager Railroad Department.

Manager Railroad Department,

Thos. S. MacGregor

By S. Porcher

Purchasing Agent

## EXHIBIT "A"

# Price List of Cells and Parts

TOP 6	
bell Complete	
dell Complete	
onneaulig links.	
Jumpers, 6 inoh	
1.45	
48 " 2.25	
Pole Nuts	
Pole Muts	
Separator Valves, including Valve,	
Stem and Holder	
Perminal Lugs	
Filler Caps, including Valve, Stem.	
Holder, Lid, Spring and Pin 15	
Disconnecting Jack	
Trays. 3-cell	
Trays, 3-0011 3.55	
5-cell 3.95	
	440.00
Electric Filling Apparatus, complete	* \$10.00
Filler tank only.	
Filler, with dattery and delice.	3.00
Filler, with hose and wire	
	. 1.00
	. 85
Eshali te paint per gal. (in 5 gal. lots and over).	40
Eshali to paint per garetin b gare 1000 and	

### CONTRACT OF GUARANTY

FOR AND IN CONSIDERATION of the sum of One Dollar to me in hand paid by The Penneylvania Railroad Company, and of the execution of the foregoing agreement by The Psnnsylvania Railroad Company, eaid agreement being dated July 15th, 1914, and being with the Edison Storage Battery Compuny of which I am a etockholder, I. Thomas A. Edison, on behalf of myself, my heirs, executors and administratore, hereby guarantee unto said The Pennsylvania Railroad Company that eaid Edison Storage Battery Company. ite successors, , assigne or other legal representativee shall well and truly in all things perform, fulfil and kesp the guaranty and agroement of said Edison Storage Battery Company contained in Paragraph Five (5) of the foregoing agreement, which on the part and behalf of the said Edison Storage Battery Company, its successors, assigns and other legal representatives ought to be performed, fulfilled and kept according to the true intent and meaning of the same. with respect to the maintenance of Edieon Storage battery pells of the A-SHtype which shall have been cold by eaid Edieon Storage Battery Company to eaid The Psnnsylvania Railroad Company under the foregoing agreement during the five year period beginning August 21, 1914 and ending August 20, 1919, provided, however, that my entire obligation and liability under this contract of guaranty shall not excess a sum equal to five per cent (5%) of the purchase price which shall have been paid by said The Pennsylvania Railroad Company to said Edieon Storage Battery Company for all calle of the A-SH type sold by eald Edison Storage Battery Company to said The Pennsylvania Railroad Company under the forsgoing agreement, during the five year period beginning August 21. 1914 and ending August 20th, 1919, and provided further that

the amount of the aforesaid purchase price and the serial
numbers of the cells to which this contract of guaranty
shall apply shall be determined by an inspection of the
books and records of the said Edison Storage Battery
Company.
WITNESS my hand and seall this 13th day of
July 1914.
Signed by

Witness

Thomas A. Edison

Mr. Samel Foroher,

The Pennsylvania Rail of Co. Justine Dear Sir:

If in the event that our contract with you, your number 1485, shall continue in effect after August 20th, 1919, the Edison Storage Battery Company hereby agrees to furnish The Pennsylvania Railroad Company mith a contract satisfactory to The Pennsylvania Railroad Company, guranteeing the performance by the Edison Storage Battery Company of the covenants and agreements contained in the said contract.

Yours truly,
EDISON STORAGE BATTERY COMPANY,
By H.G. Thompson,
Vice President,
Manager Railroad Dept.



The Akkumalatown - Fabrik Hogen.

Gentloment

I agree to enter into a contract with your Company, giving you the exclusive exploitation of my Alkalino Nickel Iron Storage battory in all the Countries of Europe except France, Belgium and England, and will not soll myself in such Countries during the continuance of the proposed contract; I will insort in the English, French and Belgium contracts that these Companies shall not export batteries in Europe outside of their own territory.

The consideration I shall require to that your Company will buy from the Edison Storage Battery Company the nickel and iron platec for all cells sold or used in the European Company controlled by you at a price not exceeding 10% added Toy to the actual manufacturing cost of such plates, said costs to be dotermined by a public accountant at end of each year, ws giving you a firm price good for one year, and a further consideration of 25 conto por cell for renewing outcide of ough Countries and preventing others from operating thorein.

To hold this contract from year to year you are required to use 7000 A-4 cells or their equivalent in the first year from date of the formal contract -

15,000 A-4 oclls in the second year

25,000 A-4 " " third "

40.000 A-4 " " fourth

and 80,000 per year thereafter. The contract to continue as long as such minimum amount of cells are used.

Batteries in submarines are to be excepted from the proposed agreement.

.I will hold this offer to make such a contract open for 90 days from date, otherwise it shall expire.

Very truly yours

## ATTACHMENT/ENCLOSURE]

The accumulation falmico

. Togete to enter into a Contract
with your Co, giving you the exclusive
exploitation of my Attahua Nichel from
Alorage trathing in all the Countries of
Europe Except France Belgium and
England - with not ask myself in such
Contracts during the Continuance of
the very aved contract I with insent
in the English French or Balgium
Contracts that these Cas shall not
Export batteries in Europe vielside
of their ocon Territory - the
Consideration I shall beginer is that
your Co with bary from the Edward
Morage battery Co the Nickela

2

by you at a price not exaceding 10% added to the actual Mfg.
Cost of seach plates baid collisto be determined by a pullic caccountment at End af each year. We giving you a form price good for one year, and a further Consideration of 25 cents per Cell for remaining outside of seach.
Countries of procession of there from operation of the form the form of the formal contract.

15000 A4 with 2 my year.

### [ATTACHMENT/ENCLOSURE]

Ho oo in the 4th year and 80 000 per year thereafter The Continue as long as such to Continue as long as such to Continue and of Cells are used Batteries in submovines are to be excepted from the pecapared agreement.

The I will hold this affect to make such a Contract
Open for 90 days from date



WHEREAS on the 21st day of January 1890 an agreement was entered into by and between TROMAS A. EDISON of the Town of Orange, (West Orange) County of Essex and State of New Jersey, party of the first part, and THE MERCANTILE TRUST COMPANY, of the City, County and State of New York, party of the second part, a copy of which is hereto annexed, said agreement providing for the establishment of a trust as to certain shares of stock of the Edison Phonograph Works, a copporation of New Jersey, and

WHEREAS said The Mercantile Trust Company was on the 10th day of August, 1911 merged into and consolidated with the Benkers Trust Company of the City, County and State of New York, and

WHEREAS said Thomas A. Edison and said Edison Phonograph Works desire that the aforesaid trust shall cases and determine as to the whole of the stock covered thereby;

NOW, THEMETORS, said Thomas A. Edison and said Edison Phonograph Works, through its proper officers, do hereby notify the said Bankers Trust Company that they desire that said trust shall immediately cease and determine as to the whole of the aforesaid stock covered by said trust, to wit, five hundred and ninety-two and eight tenths shares (592.8), and that the certificats svidenoing the said stock shall be delivered by the said Eankers Trust Company to the said Thomas A. Edison.

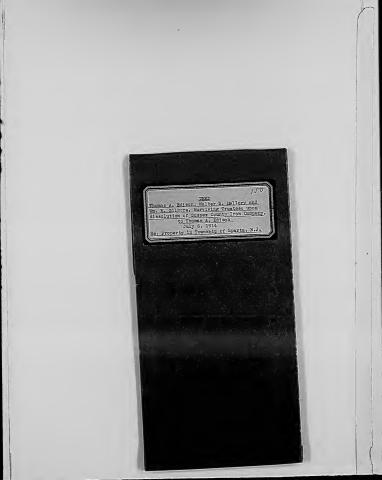
Banksrs Trust Company does hereby assign, transfer and set over unto the said Thomas A. Edison the

WHERMAS on the Slat day of semany 1880 on agreement raw whiches lake by mak beleason Throne a. But for of the ford of Strunge, (Wate Drawies) County of Sunox and Subject May 1987 (Strung to the Child part, and HE

ostificate heretofore delivered to it under said agreement of January 21, 1890, evidencing the said stock hereby assigned, transferred and set over, together with all the right, title and interest in the stock represented thereby, which certificate represente five hundred and ninety-two and eight-tenths charces (592.8) of the capital stock of the said Edison Phonograph Works, each of the par value of One Rundred Dollare (\$100.).

It is hereby agreed by and between the parties hereto that the aforesaid agreement dated January 21, 1890 be and the came is hereby cancelled and the parties hereto do hereby release such other from any and all obligations and liability thereunder.

IN WITHESS WHEREOF, the aforesid Thomas A. Edison, Edison Phonograph Works and Bankers Trust Company have caused these presents to be executed in triplicate this 1925 day of October 1914.



DCC. RO. 9.844

DEED

THOMAS A. EDISON, WALTER S. MALIORY, end WILLIAM E. GILMORE as surviving trustees upon dissolution of the Sussex County Iron Company

CONTENTS No......

Dated July 6th 1914

Received in the Clar of the County of Su-on the A.D. 19/4 day of at in the o'olook noon, and G-11

Recorded in Book of Deeds

for said County, on pages 11,&c

RECEIVED

THIS INDENTURE made the & The day of July., in the year Nineteen Hundred and fourteen,

Crange, in the County of Essex and State of New Jersey;
WALCER S. MALLORY of the City of Easton, in the County of
Northempton, and State of Pennsylvania, and WILLIAM E.
GIMMORB, of the City of East Orange, in the County of
Essex, and State of New Jersey, as the surviving trustees
upon dissolution of The Sussex County Iron Company, a
corporation organized under the laws of the State of New
Jersey, parties of the first part, (they being also the
holders and owners of the ontire capital stock of the said
Company) and THOMAS A. EDISCH of the Town of West Orange,
in the County of Essex and State of New Jersey, party of
the second part;

WITHESSETH, that the said parties of the first part, in consideration of the sum of One Bollar, lawful money of the United States, and of other good and valuable considerations to thom in hand auly paid by the party of the second part have, as surviving trustees upon dissolution of said The Sussex County Iron Company remised, released and forever quit oldined and do as surviving trustees upon dissolution of said The Sussex County Iron Company remise, release, and quit oldin unto said party of the second part and to his heirs and assigns forever.

ALL that tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Sparta, in the County of Sussex and State of Hew Jersey -

Butted and bounded as follows:
Being all that tract of land situate in the

County of Sussex lying on the Mountain to the westward of Hewfoundland about four miles and about fifteen chains to the south westward of the beginning place of a survey made for Thomas Kinney and returned to Abram Ogden on the 22nd any of December, A.D., 1772, at the request of said Kinney

BESIMBLES at a large square rook about five feet high lying in a sort of Gully about one chain South from a round low place and running from thence (1) South thirtyfour degrees west twenty chains (2) North fifty-six degrees west five chains (3) north thirty-four degrees East twenty chains (4) South fifty-six degrees East five chains to the Beginning.

Containing ten acres.

Being the same premises which were returned at the request of Cornelius Davenport and recorded at Amboy in Book S-6, page 312 &c.

TOGETHER WITH the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above mentioned and described premises unto the said party of the second part, his heirs and assigns forever.

IN WITLESS THEREOF, the said parties of the Tyret part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

Treserick Pachmann.

William & hilmon

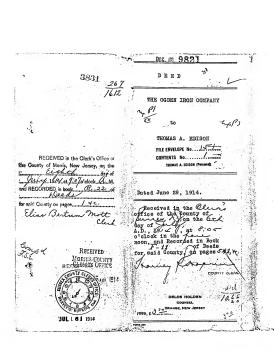
Surviving Trustees Upon Dissolution of The Sussex County Iron Company. STATE OF NEW JERSEY, )
: SS.:
COUNTY OF ESSEX. )

BE IT RELIMBERED that on this 6 % day of fully, in the year of our Lord, One Thousand Eine Hundred and Fourteen, before me the subscriber, an attorney-at-law admitted to practice in this State of New Jersey, personally appeared Thomas A. Edison, Walter S. Nallory and William E. Gilmore, the surviving trustees upon dissolution of The Sussex County Iron Company, formerly a corporation of the State of New Jersey, who, I am satisfied are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereum on they acknowledged that they signed, scaled and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Mederick Jackma

An Attorney-at-law of New Jersey.





THIS INDENTURE, made the 29th day of June, in the year Nineteen Hundred and fourteen,

RETWEEN THE OGDEN IRON COMPANY, a corporation of the State of New Jersey, party of the first part, and THOMAS A. EDISON, of the Town of West Orange, in the County of Essex and State of New Jersey, party of the second part,

WITHESSETH, that the seid party of the first part in consideration of the sum of One Dollar lawful money of the United States, and other good and valuable considerations to it in hand duly paid by the party of the second part, bath remised, released and forever quit claimed; and by these presents does hereby remise, release, and quit claim unto said party of the second part and to his heirs and assigns forever,

ALL those tracts or parcels of land and presises hereinafter particularly described, situate, lying and being in the Townships of Sparta, Hardiston, and Jefferson, in the Counties of Sussex and Morris, and State of New Jersey:

<u>Pirst Tract:</u> Being a certain tract or percel of land situate, lying and being in the Townships of Sparta and Jafferson, in the Counties of Sussex and Morris and State of New Versey:

Beginning at a point in the Horthwesterly line of the road to Sparta where the same bounds a certain parcel or tract of land now or formerly belonging to one Keeper, running thenoo 'I') "along said road South thirty-tiree degrees and fifty-six minutes west, four hundred and forty-three feet; thenoe (2) Horth trenty-nine degrees west eight hundred and seventy-eight feet to a point, in the line of lands now or formerly belonging to W.K. Decemp; thenoe (3) along said line of said lends of said W.K. Decemp Horth, forty-two degrees and seventeen minutes East,

one hundred and five feet: thence (4) Morth twenty-six degrees and thirty-five minutes West, seven hundred and two feet: thence (5) North fifty-two degrees and forty-eight minutes West, three hundred and thirty feet to a corner in the lands now or formerly belonging to one H.K. House; thence (6) North twenty-eight degrees and fifty-two minutes East sixty-seven hundred and seventy-seven feet to a point in the line of lands now or formerly belonging to one Linlot thence (7) along said line of said lands of said Linlot South twenty-three degrees and eleven minutes East , sixtysix feet; thence (8) North twenty-six degrees and twenty minutes East, nine hundred and fifty-eight feet: thence (9) South thirty-nine degrees and thirty-three minutes East, eighty-two hundred and seventy-one feet; thence (10) South forty-one degrees and nine minutes West eighty-five hundred and two feet: thence (11) North twenty-nine degrees West, twenty-three hundred and sixty feet to a corner in the lands now or formerly belonging to one Keeper; thence (12) North fifty-three degrees and thirty-nine minutes East, twenty hundred and twenty-six feet; thence (13) North twentyeight degrees and eight minutes West, twenty hundred and twenty-six feet to a point in the line of lands now or formerly belonging to one Hayes; thence (14) along said line of said lands of said Hayes, North fifty-two degrees and fifty minutes East, eleven hundred and twelve feet: thence (15) North fourteen degrees and fifty-one minutes West, eleven hundred and twenty feet, to a corner in the lands now or formerly belonging to one Sheldon; thence (16) North sevent six degrees and thirty-seven minutes East, thirteen hundred and seventy-one feet; thence (17) North twenty degrees and

five minutes West, twenty-three hundred and fifty-eight feet; themoe (18) North eighty degrees and four minutes West, twelve hundred and seventy-two feet; themoe (19) South fourteen degrees and fifty-one minutes East, eight hundred and one feet to a corner in the lands now or formerly belonging to one Hayes; themee (20) South forty-five degrees and sixteen minutes West, thirty-seven hundred and eight feet; themoe (21) South thirty-one degrees and six minutes East, eixteen hundred and seventy-three feet to the place of Beginning. Containing nine hundred and eighty-two acres and nine-tenths of an acre of land more or less. Being that percel or tract of land known as the "Mopewell Tract" and designated on the map hereto annexed as "Tract Ho. 1."

Second Tract: Being a certain tract or percel of land situate, lying and being in the Townships of Sparta and Hardiston, in the County of Sussex and State of New Jersey:

Beginning at a point in the sixth course of the first tract described herein and distant thirty-nine hundred and forty-seven feet from the beginning point, of the said sixth course, running thence (1) along said sixth course of said first tract Borth twenty-eight degrees and fifty-two minutes East, twenty-eight hundred and thirty feet to a point in the line of lands now or formerly belonging to one Linlot; thence (2) Borth twenty-three degrees and eleven minutes West, twenty-four hundred and twenty feet; thence (5) Borth eighty degrees and seven minutes East, twenty-one hundred and forty feet to a corner in the lands now or formerly belonging to one James Sharp; thence (4) Borth fifty-three degrees and two minutes West, seven hundred and eighty-one feet; thence (5) Morth nineteen degrees and forty-one minutes East, seventeen hundred and sixty-eight

feet; thence (6) North thirty-eight degrees and fifty-nine minutes East eleven hundred and seventy-nine feet; thence (7) South eighty-five degrees and fifty-two minutes West, fifty-six hundred and twelve feet to a point in the line of lands now or formerly belonging to one Buckley; thence (8) South five minutes East, eleven hundred and eighteen feet to a corner in the lands now or formerly belonging to one Sauterman; thence (9) South three degrees and twenty-nine minutes East, eix hundred and forty-six feet to a corner in the lands now or formerly belonging to one Scott: thence (10) South twelve degrees and eight minutes West, twenty-two hundred and twenty-one feet; thence (11) North eixty-eight degrees and fifty-one minutes West, nine hundred and twenty-five feet; thence (12) North twentythree degrees and five minutes East, eight hundred and thirty-five feet; thence (13) North seventy-one degrees and twenty-one minutes West, eight hundred and fifteen feet to a point a short distance from the Westerly side of the road to Ogdensburg; thence (14) South twenty-five degrees and twenty-two minutes West, forty-eight hundred and twenty-two feet; thence (15) South seven degrees and six minutes West, twenty-nine hundred and eighty-six feet to a corner of lands now or formerly belonging to one Munsen thence (16) South fifty-eight degrees and seven minutes East, nine hundred and twelve feet; thence (17) South fifteen degrees and nine minutes West, four hundred and seventy-eight feet; thence (18) South twenty-six degrees and thirty minutes West, seventeen hundred and sixty-four feet; thence (19) North fifty-six degrees and fifty-two minutes West, ten hundred and sixty-four feet; thence (20) South twenty-eight degrees and one minute West, six hundred and eeventy feet; thence (21) South eixty degrees

and fifty-three minutes East seventeen hundred and eightythree feet; thence (22) North twenty-five degrees and fifty-seven minutes East and crossing the tracks of the Central Railroad of New Jersey, forty-three hundred and thirty-eight feet; thence (23) South fifty-two degrees and forty-eight minutes East, six hundred and thirty feet to a corner in lands now or formerly belonging to one Hayes; thence (24) North fifteen degrees and seven minutes East, two hundred and thirty-two feet; thence (25) South eightyeight degrees and fifty-seven minutes East, six hundred and sixty-one feet to a corner of lands now or formerly belonging to one Headley; thence (26) along said Headley's land, North forty degrees and thirteen minutes East, eight hundred and eleven feet; thence (27) North forty-six degrees and fifty-nine minutes East, twenty-three hundred and eixty feet; thence (28) South sixty-five degrees and forty-nine minutes East, nine hundred and eeventy-three feet to the place of Beginning. Containing thirteen hundred and seventy-six Acres and eighty-five one hundredths of an acre more or less, excepting therefrom, however, a tract of fifty-one acres and thirty-one-hundredths of an acre more or less, included therein, now or formerly belonging to one Decker, and designated on the map hereto annexed as "Exception No. 1." and a tract of eighteen acres and seventy-five hundredths of an acre more or less, included therein, now or formerly belonging to one Decamp, and designated on the map hereto annexed as "Exception No. 2" and a tract of five acres more or less included therein now or formerly belonging to one Kinney, and designated on map hereto annexed as "Exception No. 3", and also a tract of thirty-five acres and eightyone hundredths of an acre more or less, now or formerly belonging to one Millage and designated on map hereto T.

emexed as "Exception No. 4", the said presses hereby conveyed, after deducting the said exceptions therefrom, contening in all twelve hundred and sixty-five sores and ninety-nine one-hundredths of an acre more or less. Being that percel or tract of land designated on the map hereto annexed as "Fract No. 2."

TOGETHER with the appurtenences and all the estate and rights of the party of the first part in and to said precises.

TO HAVE AND TO HOLD the above mentioned and described premises unto the said party of the second part; his heirs and assigns forever.

IN WITHESS WHEREOF, the said party of the first part has caused its common seal to be hereunto affixed and attested by the signatures of its proper officers thereunto duly authorized, the day and year first above written.

THE OGDEN IRON COMPANY

By Walter & Mallory President.

Attest:

Harry F. Willer

STATE OF NEW JERSEY, COUNTY OF ESSEX.

SS.

BE IT REMEMBERED, That on this 29th day of June, in the year of our Lord One Thousand Nine Hundred and fourteen, before me the subscriber, an attorney at-law, admitted to practice in this State of New Jersey, personally appears Harry F. Miller, who, being by me duly eworn doth depose and make proof to my satisfaction, that he well knows the corporate seal of The Ogden Iron Company, the grantor named in the foregoing deed, that the seal thereto affixed is the proper corporate seal of said company; that the same was so affixed thereto and the said deed signed and delivered by Walter S. Mallory, who was at the date and execution thereof, the President of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, that the said deponent thereupon signed the same as subscribing witness, and that all of said actions were taken under the authority of and in pursuance of an order of the Board of Directors of the said The Ogden Iron Company, and with the authority and approval of all of the stockholders of Harry F. Miller the said company.

Sworn and eubeoribed before in data County + State me at the date aforecaid.

An Attorney-at-law of New Jersey.



COPY



February 11, 1914.

A. P. Cobb. Vice President, The New Jersey Zino Company, #55 Wall Street, New York, N. Y.

Gentlegen:

Regarding the so-called Edison timber tract recently acquired by me from the receiver of the New Jersey and Pennaylvania Concentrating Works:

I socept your cash offer of \$22,500, for this truct, consisting of about 2248 acres, located in Sussex and Mortis Counties. New Jersey; it being understood that I shall convey such rights us I have acquired in this property, excepting and reserving to myself all the minerals in and under the property, with the right to prospect enywhere at any time, to alme and ship ore, erect such buildings and lay such tracks on said tract as may be necessary in connection with the mining, preparation and shipping of any and all ores, and with the right to use the roads on said tract and way waters on said tract which may be necessary for the mining, dressing and preparation of ores for the market; and with the further right to convey away such waters through natural water courses running through or over said tract tract.

You shall have thirty days in which to examine title, and I will turn over to you upon request copies of all title papers in my possession which may be of assistance in such examination; it being understood that you will pay the consideration price,

A. P. Cobb, Vice President -2-

February 12, 1914.

and receive deed as seen as examination of title is completed.

There are now on the property certain dismantled buildings and building material which I have heretofore sold to
J. H. Oliver & Co., 1414 South Penn Square, Philadelphia, Pa.,
and this present sale is made subject to any rights which the said
J. H. Oliver & Co. may have to remove and carry off said buildings
and material in secondance with my agreement with said J. H.
Oliver & Co.

Yours very truly.

T. A. B.



THIS INDENTURE, made the 2nd day of July, in
the year of our Lord One Thousand Nine Hundred and fourteen
EXTWENN THOMAS A. EDISON and MINA M. EDISON, his
wife, of the Town of West Orange, in the County of Essex
and State of New Jersey, parties of the First Part; and
THE HEW JERSEY ZINC COMPANY, a Corporation of the
State of New Jersey, having its principal office in the
City of Newark, in the County of Essex in said State of
New Jersey, party of the Second Part;

WITHESEXTH, That the said parties of the First Part, for and in consideration of One Dellar, lewful money of the United States of America, and other good and valuable considerations to them in hand well and truly paid by the said party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, aliened, remised, released, enfsoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, emfcoff, convey and confirm unto the said party of the Second Part, and to its successors and assigns, forever.

ALL those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Townships of Sparta, Hardiston and Jefferson, in the Counties of Sussex and Morris, and State of New Jersey: <u>First Tract:</u> Being a certain tract or percel of land situate, lying and being in the Townships of Sparta and Jefferson, in the Counties of Sussex and Morris and State of Hew Jersey:

Beginning at a point in the Morthwesterly line of the road to Sparta where the same bounds a certain parcel or tract of land now or formerly belonging to one Keeper, running thence (1) along said road South thirty-three degree and fifty-six minutes west, four hundred and forty-thres fest; thence (2) North twenty-nine degrees West eight hundred and seventy-eight feet to a point in the line of lands now or formerly belonging to W.K. Decamp; thence (3) along said line of said lands of said W.K. Decamp North, forty-two degrees and seventeen minutes East, one hundred and five fest; thence (4) North twenty-six degrees and thirty-five minutes West, seven hundred and two feet; thence (5) North fifty-two degrees and forty-eight minutes West, three hundred and thirty fact to a corner in the lands now or formerly belonging to one H. K. House; thence (6) North twenty-eight degrees and fifty-two minutes East sixty-seven hundred and seventy-seven feet to a point in the line of lands now or formerly belonging to one Linlot; thence (7) along said line of said lands of said Linlot South twenty-three degrees and eleven minutes East, sixty-six feet; thencs (8) North twenty-six degrees and twenty minutes East, nine hundred and fifty-eight feet; thence (9) South thirty-nine dagrees and thirty-three minutes East, eighty-two hundred and seventy-one feet; thence (10) South forty-one degrees and nine minutes West eightyfive hundred and two feet; thence (11) North twenty-nine degrees West, twenty-three hundred and sixty feet to a

corner in the lends now or formerly belonging to one Keeper; thence (12) North fifty-three degrees and thirty-nine minutes East, twenty hundred and twenty-six feet; thence (13) North twenty-eight degrace and eight minutes West, twenty hundred and twenty-six feet to a point in the line of lande now or formerly belonging to one Hayee; thence (14) along eaid line of eaid lands/of eaid Hayes, North fiftytwo degress and fifty minutee East, eleven hundred and twelve feet; thence (15) North fourteen degrees and fifty-one minutes West, eleven hundred and twenty fest, to a corner in the lands now or formerly belonging to one Sheldon; thence (16) North seventy-six degrees and thirty-seven minutes East, thirteen hundred and seventy one feet; thence (17) North twenty degrees and five minutes West, twenty-three hundred and fifty-eight feet; thence (18) North eighty degrees and four minutes West, twelve hundred and seventy-two feet; thence (19) South fourteen degrees and fifty-one minutes East, eight hundred and one feet to a corner in the lands now or formerly belonging to one Hayes; thencs (20) South forty-five degrees and sixteen minutes West, thirty-seven hundred and eight fest; thence (21) South thirty-ons degrees and six minutes East, sixteen hundred and seventythree feot to the place of Beginning. Containing nine hundred and eighty-two acree and nine tenths of an acre of land more or lese. Being that parcel or tract of land known as the "Hopowell Tract" and designated on the map hereto annexed as "Tract No. 1."

Second Tract: Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Hardiston, in the County of Sussex and State of New Jersey:

Baginning at a point in the sixth course of the first tract described herein and dietant thirty-nine hundred and forty-eeven fast from the beginning point of the said sixth course, running thence (1) along said sixth course of said first tract North twenty-eight degrees and fiftytwo minutes East, twenty-eight hundred and thirty feet to a point in the line of lands now or formerly belonging to one Linlot; thence (2) North twenty-three degrees and elsven minutee Weet, twenty-four hundred and twenty feet; thence (3) North eighty/degrees and seven minutes East, twenty-one hundred and forty feet to a corner in the lande now or formerly belonging to one James Sharp; thence (4) North fifty-three degrees and two minutes West, seven hundred and eighty-one feet; thence (5) North nineteen degrees and forty-one minutee East, seventeen hundred and sixty-sight fest; thence (6) North thirty-eight degrees and fifty-nino minutes East eleven hundred and seventy-nine feet; thence (7) South eighty-five degrees and fifty-two minutes Weet. fifty-six hundred and twelve feet to a point in the line of lande now or formerly belonging to one Buckley; thence (8) South five minutes East, eleven hundred and eighteen feet to a corner in the lands now or formerly belonging to one Sauterman; thence (9) South three degrees and twenty-nins minutes East, six hundred and forty-six fset to a corner in the lands now or formerly belonging to one Scott; thence (10) South twelve degrees and eight minutes West, twentytwo hundred and twenty-one feet; thence (11) North sixtyeight degrees and fifty-one minutes Weet, nins hundred and twenty-five feet; thence (12) North twenty-three degrees and five minutee East, eight hundred and thirty-five feet; thence (13) North eeventy-one degrees and twenty-one minutes West, eight hundred and fifteen fest to a point a short dietance from the Weeterly eide of the road to Ogdensburg; thence (14) South twenty-five degrees and twenty-two minutes West, forty-eight hundred and twenty-two feet; thence (15) South seven degrees and eix minutes West, twenty-nine hundred and eighty-six feet to a corner of lande now or formerly belonging to one Muneen; thence (16) South fiftyeight degrees and seven minutee East, nine hundred and twelve feet; thence (17) South fifteen degrees and nine minutes West, four hundred and e eventy-eight feet; thence (18) South twenty-six degrees and thirty minutes West, seventeen hundred and sixty-four feet; thence (19) North fifty-six degrees and fifty-two minutes West, ten hundred and sixty-four feet; thence (20) South twenty-eight degrees and one minute West, six hundred and seventy feet; thence (21) South sixty degrees and fifty-three minutes East seventeen hundred and eighty-three feet; thence (22) North twenty-five degrees and fifty-seven minutee East and crossing the tracks of the Central Railroad of New Jersey, fortythree hundred and thirty-eight feet; thence (23) South fifty-two degrees and forty-eight minutes East, six hundred and thirty-three feet to a corner in lands now or formerly belonging to one Hayes; thence (24) North fifteen degrees and eeven minutee East, two hundred and thirty-two feet; thence (25) South eighty-eight degrees and fifty-seven minutee East, eix hundred and eixty-one feet to a corner of lande now or formerly belonging to one Headley; thence (26) along said Headley's land, North forty degrees and thirteen minutee East, eight hundred and eleven feet; thence (27) North forty-six degrees and fifty-nine minutes East, twenty-three hundred and eixty feet; thence (28) South eixty-five degreee and forty-nine minutes East, nine hundred and seventy-three feet to the place of Beginning. Containing thirteen hundred and eeventy-six Acres and eighty-five

one hundredths of an acre more or lese, excepting therefrom however, a tract of fifty one acres and thirty one-hundredths of an acre more or less, included therein, now or formerly belonging to one Decker, and designated on the map hereto annexed as "Exception No. 1" and a tract of eighteen acres and seventy-five hundredthe of an acre more or less included therein, now or formerly belonging to one Dacamp, end designated on the map hareto annexed as "Exception No. 2\* and a tract of five acres more or less included therein now or formerly belonging to one Kinney, and designated on map hereto annexed as "Exception No.3", and also a tract of thirty-five acree and eighty one-hundredths of an acre more or less, now or formerly belonging to one Millage and designated on map hereto annexed as "Exception No. 4", the said premises hereby conveyed, after deducting the said exceptions therefrom, containing in all twelve hundred and sixty-five acrss and ninety-nine one-hundredths of an acre more or less. Being that parcel or tract of land designated on the map hereto annexed as "Tract No. 2."

Together with all and singular the tenements, hereditements and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof except only as hereinefter limited.

And also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever as well in law as in equity, of the said parties of the first part, of, in or to the above described premises and every part and percel thereof, with the appurtenences, except only as hereinafter limited.

Excepting and reserving unto the said parties of the first part, their heirs and assigns, all the minerals already found or hereafter to be found in or under the said tracts or parcels of lands and premises hereinabove described, together with the full and free right and liberty for the said parties of the first part, their heirs and assigns, and their servants, agents and workmen, to enter upon and to prospect, to mine and to ship ore anywhers on said land and premises, together, with the right and liberty to the said parties of the first part, their heirs and assigns, and their servants, agents and workmen, to make and use such roads and to eract such buildings and engines, machinery and works, and to lay and use such tracks on said lands and premises as may be necessary in connection with the mining, preparation and shipping of any and all ores, to use any and all of the roads and waters necessary for mining, dressing, and preparation of ores on said lands and premises and to sink, drive, make and use such pits, shafts and drifts as may be necessary for the mining, dressing and preparation of ores for the market, and to convey away such waters through natural water courses running through or over said lands and premisss.

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances unto the party of the second part, its successors and assigns forever, subject always to the exercise of all or any of the liberties and powers hereinabove reserved unto the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

> Thomas A. Edison (sest)

Signed, scaled and delivered, in the presence of:

Mina M. Edison

(seal)

Frederick Bachmann

STATE OF NEW JERSEY, SECURITY OF ESSEX.

BE IT REMEMBERED that on this 2nd day of July, in the year of our Lord, one Thousand Mins Hundred and Fourteen, before me, the subscriber, en Attorney-at-Law of New Jersey personally appeared Thomas A. Edison and Mins M. Edison, his wife, who, I am satisfied, are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, scaled and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;

And the said Mina M. Edison being by me privately examined separate and apart from her husband, further acknowledged that she signed, scaled and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

Frederick Bachmann

An Attorney-at-Law of New Jerssy. Luit Claire

THOMAS A. EDISON AND MINA M. EDISON, his wife

to

THE NEW JERSEY ZINC COMPANY

Dated:

Received in the Office of the County of on the day day on the day of A.D., 19 , at o'clock in the noon, and recorded in Book of Deeds for said County, on pages

THIS INDENTURE made the 7th day of July, in the year of our Lord One Thousand Nine Hundred and fourteen.

BETWEEN THOMAS A. EDISON and MINA M. EDISON, hie wife, of the Town of West Orange, in the County of Essex and State of New Jersey, parties of the first part; and

THE NEW JERGEY ZING COMPANY, a corporation of the State of New Jersey, having its principal office in the City of Newark, in the County of Essex in said State of New Jersey, party of the second part;

WIFERSEPH, that the said parties of the first part, in consideration of the eum of One Dollar, lawful mency of the United States, and of other good and valuable considerations to them in hand duly paid by the party of the second part, have remised, released and forever quit claimed and by these presents do hereby remise, release, and quit claim unto said party of the second part and to its successors and assigns forever:

ALL that tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Sparta, in the County of Sussex and State of New Jersey -

Butted and bounded as follows:

Being all that tract of land situate in the County of Suseex lying on the Mountain to the westward of Newfoundland about four miles and about fifteen chains to the couth westward of the beginning place of a curvey made for Thomas Kinney and returned to Abram Ogden on the 22nd day of Depember, A.D., 1772, at the request of enid Kinney -

BEGINNING at a large equare rook about five feet high lying in a sort of Gully about one chain South from a round low place and running from thence (1) South thirtyfour degrees west twenty chains (2) North fifty-six degrees west five chains (3) north thirty-four degrees East twenty chains (4) South fifty-six degrees East five chains to the Bestiming.

Containing ten acres.

Being the same premises which were returned at the request of Cornelius Devenport and recorded at Amboy in Book S-6, page 312, &c.

TOGETHER WITH the appurtenances and all the estate and righte of the parties of the first part in and to said premises, except only as hereinafter limited.

Excepting and reserving unto the eaid parties of the first part, their heirs and aseigns, all the minerals already found or hereafter to be found in or under the said tracts or parcels of lands and premises hereinabove described together with the full and free right and liberty for the eaid parties of the first part, their heirs and assigns, and their servants, agents and workmen, to enter upon and to prospect, to mine and to ship ore anywhere on said land and premisee, together with the right and liberty to the eaid parties of the first part, their heirs and assigns, and their eervante, agents and workmen, to make and use such roade and to erect such buildings and engines, machinery and worke, and to lay and use such tracks on said lands and premises as may be necessary in connection with the mining, preparation and shipping of any and all ores, to use any and all of the roads and waters necessary for mining, dreseing, and preparation of oree on said lands and premise

and to sink, drive, make and use such pits, shafts and drifts as may be necessary for the mining, dressing and properation of ores for the market, and to convey sway such waters through natured water courses running through or over said lands and premises.

TO HAVE AND TO HOLD the above mentioned and described premises unto the said party of the second part, its successors and assigns forever, subject always to the exercise of all or any of the liberties and powers hereinabove reserved unto the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seels the day and year first above written.

Signed, sealed and	delivered_	Thomas	Alva	Edison	(Seal)	
in the presence	of:	Mina M	. Edi	Bon	(Seal)	

Frederick Bachmann

STATE OF NEW JERSEY ) : SS.:

DE IT REMEMBERED that on this 7th day of July, in the year of our Lord, One Thousand Mine Hundred and Fourteen, before me, the subscriber, an Attorney-atlaw of New Jersey, personally appeared Thomas A. Edison and Mine M. Edison, his wife, who, I am satisfied, are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;

And the said Mina M. Edison being by me privately examined separate and apart from her husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

Frederick Bachmann

An Attorney-at-law of New Jersey

September 18, 1924

Mr. Thomas A. Edison,-

lond in Sussex and Morris Counties, reserving the minoral rights. Subsequently the Sew Jersey Zino Co. sold a part of this land to teasow. England and wife, of Passelo, N. J. You subsequently in 1916 sold to Mr. England and him wife the minoral rights in the tract purchased by the England are Trom Sew Jersey Zino Co.

the purchaser has raised a question as to the title. Mr. England and this attorney, Arthur S. Gorbin, came to the title. Mr. England and file attorney, Arthur S. Gorbin, came to see me this morning about the title. They do not question your good faith in medical, there sales and insemuch as you govern your good faith in medical, a contract of the c

The attorney for the purchaser from England claims that, the issues to 18. It also concentrating to, expired in 1981 and since that the the conveyance to you until and the contract of the conveyance to you until the case a mere quit-claim deed from the Quot in the this being the case a mere quit-claim deed from the Quot in 18. When the series are sufficient to give you good title. Under the Rev Bersey law, as I understend it, a quit-claim deed in ineffectual to convey title unless the Grantee has already some other title.

The resolutions of the Ogden Iron Co. authorizing the conveyance of the land to you were broad enough to have justified the execution and delivery to you of a bergain and sale deed, which would have been sufficient for all purposes.

The Ogden Fron Oc. has sime been dissolved. Appearently, the 2-directors would be justified in executing as trustees a bergain and sale deed to you of the lend in question and you could then execute such other deeds as are necessary to clear these matters up.

I am giving Mr. England's attorney the copy of the Ogden Iron Co's resolutions and possibly the ourobaser's attorney may be satisfied when he sees these resolutions. However, to read the control of the

similar question might be brought up as to your title to the mineral rights and for that reason I am inclined to think that we should get s new deed for you from the ex-directors of the Ogden from Co.

Henry Lanchen

,

CC to Messrs. Charles Edison J. V. Miller

HL:K



# Legal Series Richard W. Kellow File 1915

Leases -- 10 Fifth Ave. -- Mina M. Edison (1915-1925) [env. 26]
Agreement with Victoria Gypsum Mining and Mfg. Co. (1915) [env. 40]
Correspondence -- Sale to Victoria Gypsum Mining and Mfg. Co. (1915)
Personal Income Tax Return for 1914 (1915) [env. 96A]
Agreement with Charles Edison (1915) [env. 153]

MINA M. EDISON to Lease of Premises - 10 5th Ave., N. Y.

March 1, 1918
Period March 1, 1918 to March 1, 1919.
Extended to March 1, 1920. Mina M. Rdison Thomas A Edison November 1, 1919 Re- Property #10-5th Ave., N.Y. City. PREMISES NO. 10 FIFTH AVAILED Now York City.
1919 to
Operations as an apartment house
Also Powers of Attorney - Charles
Edison and John V. Hiller Mina M. Edison -Diamond Disc Shop, Inc. Miscellancous Papers. ( Lucluding Rease )

Name of Dooument : All papers re 10-5th Ave. Premises

Date - Miscellaneous dates -

Details: .

# Envelope #26-1

Contains

New York Survey of 10-65h Ave. Stipulation re let payment May 16, 1906. Contract Washington Arch Sealty Go. and Mina M. Stison 5-16-1906. Letter May 21, 1906 re \$27,500 transaction Machington Arch Sealty Go. Scill you fittle transaction and sealty Go. The sealty of th

# Envelope # 26-2

Abstract of Title of R Hall McCormick to premises 10-5th Avenue, New York City.

### Envelope # 26-3

Gerraspondence 1932-1950 re httension to Jen. 11, 1921. Gorraspondence re ktension of Nortques for. 1950 May 1921. Extension Agreement dated Jen. 11, 1921 extension to Jen. 11, 1026 Gorraspondence re ktension of intripue Per Acceptage 11, 1026 Gorraspondence re ktension of intripue Per Acceptage 11, 1026 to Jen. 11, 1027 United States Trust Co. of New York with Mina M Edison, withdraing of 6th Aremo, April 1926.

### Envelope # 26-4

#### contains

Lease Mina A. Edison to Thomas A Edison, Incorporated, re premises 10-5th Avenue dated March 1, 1918.
Also contains previous expired lease dated 1917.

### Envelope # 26-5

### Envelope # 26-6

Agreement with Architectural Corporation and subcontractors re alterations at 10-5th Ave. February 1920.

# Envelope # 26-7

Operation of apartments by Thoms A Edison. 10-5th Ave Appraisal by M.T. Appraisal Oc. 12-20-1919. Fower of Attorney to Charles Edison 1921. Letter to Commissioner of Taxos and Assessments re description dated 4-19-1920.

### Envelope # 26-8

Surrender of Lease - Thomas A Edison with Mina M. Edison dated July 13, 1925. Satisfaction of Mortgage dated June 15, 1925 Thomas A Edison to Mina M. Edison.

#### Envelope # 26-9

Operation of apartments by Mrs. Edison. Operation as an apartment House. Powers of Attorney to Charled Edison and John V Miller.

#### MINUTE BOOK OF

# DIAMOND DISC SHOP, INCORPORATED

# A CORPORATION OF NEW YORK

MINUTES OF THE FIRST MEETING OF THE INCORPORATORS

The first meeting of the incorporators of Diamond Dies Shop, Incorporated was held on the 87th day of Howshor, Dib 'Northeon of the company, No. 10 Fig. 11 and 12 and 12 and 13 and 14 and 15 
The following, being all of the incorporators, were present:

Charles Edison John V. Hiller James Hillar

Charles Edison, one of the subscribers to the Certificate of Incorporation, called the mosting to order, and upon motion, we aduly elected Chairman theroot. Er. John V. Hiller was appointed Scoretary of the mosting.

The Secretary presented and read the waiver of notice of this meeting, signed by all of the incorporators, which waiver is as follows:-

# WAIVER OF HOTICE OF LEETING OF INCORPORATORS

soribers to the stock of the Dismond Disc Jucy Incomposates and embassions of the Sissensia Disc Jucy Incorporates, a corporation of Hew York, hereby waite notice that meeting of the corporation, and consent to the transaction of such business as my come before the meeting.

We fix the 27th day of Hovember, 1915 & 9 A.H. as the time, and \$10 Pifth Avenue, Hew York, H.Y. as the place of said meeting.

JOHN	٧.	MILLE	R	

Dated: Bov. 27th, 1915.

The Chairman reported that the cortificate of the proportion of the company was filled and recorded in the office of the location of the company was filled and recorded in the office of the location with a suplicate receipt from the list of receiver of filed for for the organization tax were filed in the office of the County Clark at the receipt of the location of the County Clark at the receipt of the location of the location of the location of the location.

It was thereupon ordered that a copy of the cortificate of incorporation, together with the copy of the receipt of the State Treasurer for the organization tax, and the cortificate of the Gunnty clork of the filling of the certificate of incorporation be recorded in the Minute Book. The same as follows:

# CERTIFICATE OF INCORPORATION OF

# DIAMORD DIBC SHOP, INCORPORATED

o: the United States, cas one of us being of full age and citizens of lies varies, destring to form a corporation pursuant to the Maximeou Corporation pursuant to the Maximeou Corporation is the form a corporation pursuant to the Maximeou Corporation Law of the State of Mer York, do hereby cortify that:

### ARTICLE I.

The name of the proposed corporation is DIAMOND DISC SHOP, INCORPORATED

#### ARTICLS II.

The objects for which the corporation is formed, which shall be considered as powers as well as objects, are as follows:-

No buy, sell, import and export sound reproducing and sound recording mechanics, parts thereof, and accessories, appliances and supplies therefor including sound records, sound record blanks and record cabinots and portfolios.

To manufacture, purchase and otherwise acquire goods, were a merchandled and personal property of every class and description, and hold, own, eall, lease and otherwise dispose of, trade, and deal in and with the same.

To acquire in any leaful manner the good will, property, of any preson, firm, association or or orporation, either shouly or portly, and pay for the same in cosh, stook or bends of this corporation, or Omerules.

To such extent as is permissible by law, to hold, purchase and otherwise acquire, to sell, assign, wranter, mort-gog, places and otherwise dispose of shrees of the capital stock, bonds, debentures and other cytdeness of indebtedness oresited by cher conportation or corporations, and, while the holder tears, to exercise all the rights and privileges of ownership, including its right to vote therous.

cherwise to acquire, and to hold, use or man produce, lease and the hold, use or man prograte and introduce, great licenses under, and a processor latter and otherwise dispose of any and all terms that a man processor used in connection the most better and the man produced and processor used in connection the most part of the countries, and otherwise twent or the United States and all countries or and otherwise turn to account on your trade marks, patents, invariant, improvements, licenses in respect of and otherwise turn to account on your trade marks, patents, invariant, improvements, license, processor and the like, or any such property or rights.

of, and don'th real and personal property of the test and a particular, lands, build not an articular, lands, building lands of the property of the test and a personal property of the test and a personal property of the personal property of the personal property and any claims against any interest in road or personal property and any claims against each property or earthest eapy person, firm, associations or composition, and to carry of not you business the composition of composition, and to

To onter into, make, perform and carry out contracts for any learni purpose per calning to the business havein provided for with any person, firm, association or corporation.

To incur bonds, debontures and other obligations of the corporation from time to time for any of the objects or purposes of the corporation, and to secure the same by mortgage, placing, deed of brust, and otherwise.

To purchase, hold and relasue the shares of its capital stock.

laws, to conduct business in any of the states, territories, territories, possessing the conduct business in any of the states, territories, territories, possessing the conduct of the United States, to the conduct of the United States, to have one or more offices threels, and therein to hold, purchase, once pure pages and convey real and personal property.

The foregoing enumeration of specific powers shall not be hold to limit or restrict in any memor the powers of the corporation.

in general, to carry on any other business in comeotion with the foregoing, whether manufacturing or otherwise, and to have all the powers conferred by the laws of the State of Mow York upon corporations formed under the Law herein referred to.

### ARRICLE III.

The total authorized empiral stock of this corporation is Twenty Thousand Bollars (\$20,000), all of which shall be common stock.

### ARTICLE IV.

The capital stock of this corporation shall be divided into two hundred (200) shares of the par value of One Hundred Dollars

(\$100) each. The amount of capital with which the correction will begin business is ten Thousand Five Hundred Pollars (\$10,500).

### ARTICLE V.

The location of the principal business office of this corporation is to be at \$10 Fifth Avanue, in the Berough of Exhabitum, City of How York, State of How York.

# ARTICLE VI.

The duration of the corporation is to be perpetual.

### ARTICLE VII.

The number of directors of the corporation shall be three.

#### ARTICLE VIII.

The names and Post Office addresses of the directors for the first year are as follows:-

Charles	Edison	Llewellyn	West	Orango.
CHALLOD		New Jersey		

### ARTICLE IX

The names and Fost Office addresses of the subscribers to the capital stock and the number of charce of stock which each agrees to take in the corporation are as follows:

Namo 8	Post Office	Number of Shares
Charles Edison	Llowellyn Park, West Orango, N.J.	65
John V. Miller	301 William St., East Orange, H.J.	10
Jomes Willer	541 West St., Keneington, Brooklyn, H.	r. 30

#### ARTICLE X.

In furtherance, and not in limitation, of the powers conferred by statute, the Board of Directors are expressly subtorized:

To hold their meetings, to have one or more offices and to keep the books of the corporation, except as otherwise provided by les, within or without the State of How York, at such offices as may be from time to time designated by thom; but the corporation shall always keep at the registered office in New York, correct books of account of all the business and transactions, and a book to be known as the stock book containing the mane, alphabetically arranged, of all persons who are stockholders of the corporation, showing their places of residence, the number of shores of stock held by them respectively, the time when they respectively because the common thereof, and the amount paid that not not be able to the containing the stockholders of the containing the stockholders of the containing the stockholders and judgment oreditors, who my make extracts therefore.

So fix the amount to be reserved as working contial, to fix the times for the declaration and payment of dividendu, to antherise and comes to be executed mortgages and lions upon the real and personal property of the corporation, provided always, that a majority of the whole Seart concern therein.

With the comeant in writing, and pursuant also to the efficient vote of the helders of two thirds (E/N) of the stock lesued and obstacheding at a stockholders accting duly called for that yurpoo, to coll, soign, transfor, otherwise dispose of the property of the corporation as an Board capsur thorain.

The experation may use and apply the surplue extrained or accumulated profits for the purpose of the acquisition of property and for the purpose of the acquisition of its consideration of the purpose of the acquisition of its manner and upon all the time to time to such extent and in such manner and upon account of the contract of the contract of the contract of the property nor the capital stock so purpose of the declaration or payment of dividends, unless therein the contract of the cont

Subject to the foregoing provisions, the bylaws may provide the number of directors to constitute a quorum at their meeting, and such number may be lose than the acjority of the whole number, but not less than one-third (1/3) of the whole number.

The corporation reserves the right to used, alter, change or repeal any provision contained in this certificate in the manner new or hereafter prescribed by statute for the amendment of the certificate of incorporation.

IN WITNESS WHEREOF, we have made end signed this certificate in Applicate this 5th day of November, 1915.

Ton Cont Revenue Stamp Cancelled	CHARLES EDISOR		
Stamp Cancelled	JOHN V. HILLER		
In the presence of:	JANUS MILLAR		

Frederick Bachman

State of New Jersey)
County of Essex

me personally came GHIGHES SERSON, JOHN V. MILIGHT and JANES HILLAR, to me personally known and known by me to be the individuals doubt bed in and the occuted the foregoing instrument, and I measured the foregoing instrument, and I call additionally a second that the second in the control of the control o

Frederick Backmen
an Attorney at Law
of How Jorsey

STATE OF BET JERSEY)

COURTY OF RESERT

88. :

Essar (and also Clork of the Grent bound of the formuly of Ressar (and also Clork of the Girent bourt and Count of Commo Fleen, the ease being Courte of Record of the aforement Grent of the Arthur by Have seed, 10 HEREBY ORRHYY that Frederick Rechmen, Esquire, whose name is subscribed to the attached certificate of acknowledgeant, proof or artifact, was at the time of taking said acknowledgeant, groof or artifact, an attorney at Lew and such attorney at Lew and officer of and State, ally atthorized by the Lew theseof, to take and certify the proof and proof and acknowledgeant of codes for the conveyance of land, tonemants or hereditaments and other instruments in writing to be recorded in said State, and that the said acknowledgeant is duly accorded and taken according to the less of said State, and that the said acknowledgeant is duly accorded and taken according to the less of said State, and that the said acknowledgeant is duly accorded and taken according to the less of said State, and that he said acknowledgeant is duly accorded and taken according to the less of said State, and that he had been accorded to the said state of the said acknowledgeant is duly accorded and taken according to the less of said State, and that he had been accorded to the said said taken according to the less of said State, and that he had said taken according to the said said taken according to the said acknowledgeant is duly accorded and taken according to the said said taken according to the said acknowledgeant is duly accorded and taken according to the said said taken according to the said acknowledgeant to the

IN WITHERS WHEREOF I have bereunto set my hand and affixed my efficiel seel this 6th day of Nov. A.D.1915.

Joseph McDonough, Clerk

(SEAL OF ESSEX COUNTY)

10¢ revenue

STATE TREASURER'S RECEIPE

TREASURER'S OFFICE .- STATE OF REW YORK

310.00

Albany, Hov. 10,1916 Lacerporated Ten and 00/100 belongs in full of tax of ano-tenential for one per continuous in full of tax of 250,000 of the above named tompany for the privilege or organization, purcunant to chapter 62, Laws of 1909, and chapter 62, Laws of 1909, and

F. W. Powell, Cashier

O. W. Miller. Ascistant Deputy Comptroller

# CERTIFICATE OF COURTY CLERK

COUNTY CLERK'S OFFICE COUNTY OF RES YORK RES COUNTY COURT HOUSE

> How York . Hov. 23,1915.

Delos Holdon, Baq., Logal Department, Thomas A. Edison, Inc., Orango, R.J.

Door Sir:-

Certificate of Incorporation of "Diamond Diac Shop, Inc." was filed in this Office on November 12,1916.

Vory truly yours.

Horman W. Beyor.

DEUPTY COURTY CLERK.

The Secretary presented the following form of by-laws for the regulation of the business and affairs of the company, which were read article by article, and unanimously adopted article by article as read:

BY-LAWS OF DIAMOND DISC SHOP, INCORPORATED.

(1) All Meetings of stockholders shall be belt at the registered office of the company in the State of Hew York.

(2) A majority of atook issued and outstanding represented by the holders thereof, either in person or by proxy, shall be a quorum at all meetings of atookholders.

of for the part 1916, thall be on the int day of him or coch year set the registered office of the corporation in 1907 Year, when two shell close by a plurality vote, by ballot, the beard of directors an constituted by these parties of directors an constituted by these parties of the corporation o

(4) Hotico of the time and place of the annual moeting shall be mailed to each atochholder at his address an the same appears upon the records of the comporation at least five (5) days prior to the meeting.

the utock lessed and cutter and meeting, if a majority of the atockholders presented, the stockholders present shall have power to adjourn to a day certain, and notice of the meeting on the adjourned day chall be given by depositing the mass in the posterior and the contraction of the second contraction

than those regulated by testute, may be called to any time by a relority of the directors; It shall also be the atty of the predict to call such most large strong the transfer of the predict to call such most large strong or the transfer of the capture of the c

(7) At all meetings of stockholders on all questions other than the aloction of directors and improtors of clotton, each stockholder, present in person or by proxy, shall be entitled to one vote for each share of stock standing registered in his next.

#### BOAND OF DIRECTORS.

be chosen from the stockholders and shall hold office for one (1) year and until their necessors are colected and qualified. The number of directors my be altered by amondment of this provision of the by-laws, but shall not have the day assency constraing in the Bears of the close my be altered by a majority water of the remaining directors.

(9) Immediately upon the adjournment of the annual moeting of the stockholders, the Sourd of Directors alcoted therest that I hold a meeting for the cleation of efficors and for the transaction of any other necessary bustness.

Said meeting of the Board shall be held at the place designated for holding said annual meeting of the stockholders.

(10) Special meetings of the Board may be called by the procedure or by any two directors on 5 days notice by mall or personally to each director.

(11) a majority of the directors in effice shell constitute a quorum for the transaction of business.

(12) The directors may hold meetings and have an office outside of the litate of new York at such places or places as they may from time to time determine.

#### THE PECTORS OF RESCRICTION

(15) Two (2) impostors of a loction, who need not be stockholders, shall be appeinted by the chairmon at the annual moting of the stockholders of any election held by the stockholders are any election held by the stockholders are the such moting, but the language moting of the stockholders shall be appointed by the Board of Directors meadd in the certificate of incorporation.

#### OFFICERS.

officers of the corporation the Shall be a Procident, a Secretary, and a Tresurer, and such other officers as shall from time to time be determined by the Board of Directors.

They shall hold their respective offices for one (1) year and until their successors are elected and qualified.

The offices of secretary and treatment may be able to the sembors of the Secretary and the treatment med not be sembors of the Secret of Directors may remove any of the treatment of the Secretary theorem of the Secretary the Secretary theorem of the Secretary the S

(15) The President shall be the chief executive critics of the corporation, its shall have the general direction, control and management of the corporation's business and affairs and the coveral agents, employees and survants of the company, including the itemager, shall be responsible to him for the faithful performance of their duties.

(16) The Secretary shall be ex officio clark of the Board of Directors. He shall keep a record of the proceedings at all seatings of the stockholders and of the Board of Directors in the minute book of the corporation is chall see that proper notice is given of all seetings of the stockholders and of the Board of Directors. He shall be the caudadian of the corporate socal of the corporation conjunction.

(17) The Treasurer shell keep in his core and custody the money and funds of the corporation.

He shall deposit a 11 moneys and o ther valuable offects in the nesse and to the credit of the corporation in each depositories as may be designated by the Bourd of Directors, lie shall keep full, true and accounts accounts of all receipts and this measures in books belonging to the corditation of the corporation of

He shall render to the President or to the Board, thenever they may require it, an account of his transactions as Transacrar and of the financial condition of the corporation.

He shall, with the President, sign all certificates,

of stock.

(18) In the case of the absence of an officer, or for any other reason which may seem sufficient to the Board, the Board may blogate his powers and duties for the time being to any other efficer or to any director.

SIGNING OF CHECKS, RECEIPTS, WARRANTS, ETC.

finds of the corporation shall be signed by any one of the three following persons and countereigned by any one of the three following said persons, named y

The President The Treasurer The Hanager

The President or the Treasurer of the Company shall have power to receive and sign receipts or warrants for all memorys paid to the corporation and full discharge thereof to give.

#### BORROWING OF MOREY

(20) No efficer or other person shall have the right to borrow any money for the owporation, or to sign its mame to any note, chattel mortgage, bill of sale in the acture of a mortgage, or to in any wise pleage the funds or property of the corporation without authority so to de from the Board of Directors.

(21) The corporation shall have an office and transact business in the City of New York, County of New York and State of New York and State of New York and at such other places as the Board may from them to time appoint or the business of the corogration may require.

#### SALE OF STOOK

(22) The stockholders may pledge, sell, assign, trunsfer or set over their stock to each other at plessure, but no stockhols chall pledge, sell, assign, trunsfer or cot over his stock to snyame not a stockholder, sutil he shell first give thirty (50) days notice, in writing, to the occretary of the number of hears he desires to sell, pledge, and left the presence of the control receiving such notice, offer such theres for sale, or as collateral, to all other stockholders, at book or assessed value of stock, according to last inventory (inventories to be made at intervals not greater them six months - in case of sale inventories to be made the first of the following month and such book or appensed value to be exclusive of good will. patent rights, tredo marks, copyrights and leave holdings) velue of stock: any bid or hids for such stock within eaid thirty days shall be reported by the Secretary in writing, and thirty days shall be reported by the Seowtary in writing, and served portenally, or by mail, or left at the place of businesses residence of the stockholder, and upon the scooptane of any much hide, the same shall be duly recorded by the Bourstray upon the books of the corporation. In case bids when revening a for a greater amount or stock how the report of the greater amount or stock how the properties of the contract of the same and the stock of the contract of the second amounts of a took then owned by thom, as near as may be without splitting a shero. If no bids for such stock whall be made by splitting a most of the said thirty (30) days, the mass of the said thirty (30) days, then the said thirty (30) days, then the means be sold to sayone within three (3) months thereafter. The Secretary shall keep a record of such offer and notice, and cortify that he has compiled with this by-law, and much record whall be set demon in all proceedings and in all courts of the compliance with this by-law.

(23) Home of the Treasury or unissued stock shall be issued, sold or effored for sale except by a majority vote of the stock issued and outstanding.

#### DIVIDENDS

(24) Dividends shall be declared and paid out of the surplus profits of the corporation in accordance with the laws of the State of Low York.

#### SEAT.

(25) The seal of the corporation shall be in the form of a circle and shall beer the name of the corporatedh encircling the words and figures: "Incorporated - 1915

#### HAIVER

(26) any stockholder or director may waive any notice required to be given under these byelaws.

#### alendreht

repealed by a me northy velocit may be altered, conclude or a meeting of the etcalholders called for that purpose, or a meeting of the etcalholders called for that purpose, or at any of the onesal meetings of the etcacholders, and in case of such called meeting, the proposed change in the by-laws shall be set forth in the call

The Secretary presented and read the following Transfers of Subscription:-

#### TRANSPER OF SUBSCRIPTION

The undersigned, for good and valuable consideration received, has cold, easigned, transferred and set over and by these presents does sell, easign, transfer and set over unde IIIA M. EDISOI the right, title and interest of the undersigned as a subscriber to and an incorporator of the Discond Black of the properties, to the extent of twenty produced the present of the properties of the extent of twenty and discourant of the control of th

WITHESD my hand and seal this 27 day of Hov.

1916.

CHARLES EDISOR

In presence of: Stophen B. Membert

Transforce's address:

Llewellyn Park, Orango, H.J.

#### TRANSFER OF SUBSCRIPTION

The undersigned, hr good and valuable consideration received, has call a estigned, transferred and not over and by these presents does sell, sanign, transfer and set over understanding. MAMBERT, the right, title and interest of the undersigned as a subscriber to end an incorporator of the undersigned as a subscriber to end an incorporator of the blamond blue Shop, incorporated to the extent of nine [9] shares of the capital stock thereof, and hereby requests and directs the said desporation to issue the continuent or assigns, and to register this transfer on the hooks of the comporation.

VITHEOR my hand and send this 27 day of Hov. 1915.

James Millar

In prosonce of: Stophen B. Lumbert

Transferes's address: 541 West Street, Konsington, Brooklyn, H. V.

#### TRANSPER OF SUBSCRIPTION

The undersigned, for good and valuable counterction received, how so MA, susigned, breasforred and set over and by those presents does soll, easier the control of the counterunter orders. I solution that the counter of the counterter of the counter of the counter of the counterter of the counter-than the counter-than the counter-than the answer line in the particular to and an incorporator of the counter-than the counte

WITHESS my hand and seal this 27 day of hov.

1916.

1916.

JAMES BILLAR

In prosonce of: Stephen B. Membert

Transferco's address: \$641 West Street, Kensington, Brooklyn, B.Y.

#### TRANSFER OF SUBSCRIPTION

The undersigned, for good and valuable considertion received, hes cold, seatgood, transferred and not over and by these presents does soll, seatgn, transfer and set over unito E. O. TROUBOUL, the vight, title and interest of the undersigned as subsortion to and an incorporator of the content pollanory method, to the extent and interest of the capture, incorporated, to the extent content and directs the seld corporation to them the critical and directs the seld corporation to them the criticals for said charges to the drowsaid transferee or his meaner or costume, and to register this transfer on the books of the corporation.

SITHERS my hand and scal this 27 day of Hov.

In presence of: Stephon B. Wambert

Transferce's address: \$541 Most Street, Monsington, Brooklyn, H.Y.

#### TRANSFER OF SUBSCRIPTION

The undersigned, for good and valuable consideration received, has sold, sasigned, transferred and set over and by these presents does sell, assign, transfer and set over unto RESSIE ZUIZZ.

the might, title and interest of the understageed as a subscriber to and an incorporator of the Biancold Bias Shop, Incorporated, to the extent of ten (10) chares of the ceptual stock thereof, and hereby requests and directs the said corporation to lesses the contribution for said shares to the adoresaid transferso or her nomines or acculance,
and to register this transfer on the books of the corporation.
1915.
JAMES WILLIAR
In processe of: Stophen B. Lambert
Connectorante eddrage. 2541 Wart Street Fermington, Brooklyn, B. V.

Upon metion duly made and seconded and pursuant to a written waiver of notice of an comeant to the above transfers of subnoxipulon, edged by all the incorporators, the same work approved.

The Scoretary presented and read the written waiver of notice of and comment to the above transfers or subscription, signed by all of the incorporators, which waiver and consent is as follows:

MAIVER OF BOTIOE TO TRANSPERS OF SUB-SCRIPTION AND CONSENT TO SUCH TRANSPERS.

to the stock of the Diemond Disc Shop, Incorporators and subscribers or the stock of the Diemond Disc Shop, Incorporated, a corporation organized under the Laws of the State of For York, hereby waive notice of the following transfers of subscription executed on even dute:

Charles Edison to Hins E. Edison James Miller to Stephen B. Mambert "Robert J. Bolen : 9 " H.C. Thompson 5 " Miss (Bottie) Kunts 10

We hereby consent to these transfers of subscription and, in so far as the same are concerned, waive all the requirements of the by-laws of this corporation with respect to the pledging, selling, transferring and setting over of stock.

e4;	Hov. 27	th,	1915.	JAMES MILLAR
				JOHN V. MILLER
				CHARLES EDISON

Upon motion duly made, seconded, and carried, the Board of Directors was unthrized to senses the subscriptions to the capital toke already made 100 percent, payable when called for by the Board of Directors.

There being no further business, the mosting on motion adjourned.

Stephen B. Mambert, Secretary. HINDTON OF THE FIRST MEETING OF THE BOARD OF DIRECTORS OF DIAMOND DISC SHOP, INCORPORATED

Diemond Lise Shop, Imcorporated was held at the office of the corporation %10 Fifth wrone, City, County and State of New York, and on the 27th day of Hovember, 1918, at 10 o'clock in the forence of the county of

Present: Charles Edison John V. Hiller Jemes Hiller

Mr. Edison was chosen temporary chairman and Mr. John V. Miller was appointed Secretary of the meeting.

The Secretary presented and read the following waiver of notice of the meeting, signed by all the directors, and some was ordered filed:

WAIVER OF HOTICE OF THE FIRST MEETING OF THE BOARD OF DIRECTORS.

We, the undersigned directors of the Dissond Disson, Incorporated, a corporation existing under the Land of the State of New York, and/or notice of the time and place of the first meeting of the Board of Directors and of the business to be transacted at said meeting.

We designate the Orth day of Hovember, 1915, at 10 o'clock in the forences as the time, and the affice of the corporation at \$10 fifth Avenue, Hev York, County of How York and State of How York and the term of seld meeting being he o'clock or o'click and the authorisation of the issuemes of atook of the corporation, and the transcotion of tend there business as the Board may down proper.

CHARLES	EDISOR
JOHN V.	MILLER
JAMES 1	ILLAR

Dated: Bovember 27, 1915.

The minutes of the first meeting of the incorporators were read and approved, and the following memsel persons were duly elected officers of the corporation to serve for one year and until their caucescars are elected and qualified:

Oberl es Edison

President

Stophon B. Ecmbert

(Sooretary

# The President thereupon took the chair.

100 percent be levied upon the stock already subscribed.

### Upon motion duly seconded, it was

assolves: That the soil presented at this meeting, on impression of which is directed to be made in the mergin of the minute book, be and the same in hereby adopted as the seal of this corporation.

Moved and seconded that the Treasurer be authorized to purchase the necessary books and stationary and to defray the aspenses of incorporation. Motion carried

RESOLVED: That the President and Treasurer be and they hereby are authorized to issue cortificated of stock in the form cubatted to this meeting.

On motion, the meeting adjourned.

S. B. MAMBERT Secretary. CAPITAL AND SURPLUS \$ 10,000,000

# ONDADO MORTIGAGE: GUARANTIEE: COMPANY

CLARENCE H. KELSEY, PRESIDENT, MARTIN JOOST, VICE PRESIDENT FRANK BALEY, 39 WICE PRESIDENT JOHN L.SHERWOOD, 30 WICE PRESIDENT, JOSEPH H. WARD, 40 WICE PRESIDENT, CLINTON B. BURDICK, PRESIDENT, OFFICES: 176 DROADWAY NEW YORK. 176 REMISEN SERROORLYN 350 FULTON STAJAMAYGA. WILLIAM B. CLARKE, SECRETARY
HAROLO W. HOYT, ASET PREASURES
RANGAL SALISBURY,
FRANK E.HURLEY,
EOGAR J. HILLARY,
HERBERT C.BOTHWELL,

New York/ Nov. 8th, 1917.

B. & M. NO 74,016.

Mrs. Mins M. Edison, c/o Mr. Thomas A. Edison, Oronge, K. J.

Deer Lie dom:

In regard to the \$50,000, mortgage held by clients of this

Company covering No. 10 Fifth Avenue, which expires on January 11th, we would set, if you desire us to endesvor to errorgs an extension with the present clients, that you fill out, sign and return promptly, the enclosed rent list.

Provided we are successful in arranging an extension with the present clients, our charge would be one querter of one per cent-Very truly yours,

A M. Paigh-H.C.V. for the Company by

Mr. Mander with with court to the winds on which of the court of the winds on the state of the court of the c

# 10 Fifth Avenue, New York

Q.	What alterations	or improvements	have	been made	during	ene	pasu
three to five years?							

A. Minor alterations for the accommodation of tenants.

Q. Have all City Department orders been complied with? If not, give particulars.

√ A. All orders have been complied with so far as known.

Q. What orders have been issued and have yet to be complied with?

A. Ses next question above.

Q. Is the building equipped with a sprinkler system?

A. No.

Q. State percentage of efficiency;

A. See next above.

Annual rent(itemize rent and space occupied by each tenant.) Langth of Term Space Occupied Lessee Amount \$2000.per Yr. Basement no lease Diamond Disc Shop, Inc. LelinxRobbinxLindian 2.500 xxx 200000 Expiresx1922 1st floor

Equipped as theatre - rented as frequently as possible 2nd flöor 1300 per yr. Expires 1922 Della Robbia Studios 3rd floor Vacant No lease Building Superintendent None

Q. If any vacancies - state number and location of space vacant and duration

of each to date. Accason

Q. Amount paid annually for insurance premiums.

210.66 Fire insurance Nons Plate Glass None Rent Included with other employes on Workmens' Compensation Edison Pay-roll

None

General Liability

Information by telephone from Mr. Bradley, Manager, Diamond Disc Shop, Inc. and from Mr. Front, Insurance Service Department.

Att Recent 1/14/1

LEASE

MINA M. EDISON

THOMAS A. EDISON, INCORPORATED Premised \$ 10 Fight avenue, new york.

Deted: March 1,1918.

#### LEASE

THIS INDENTURE made the first day of March.
1918 between MINA M. EDISON, of blewellyn Park, West Orange,
New Jersey, party of the first part, and THOMAS A. EDISON,
INCORPORATED, a corporation of the State of New Jersey,
having its principal office at West Orange, Essex County,
in eaid State, party of the second part, WITHESSETH:

That the party of the first part does hereby demice and lease unto the party of the second part all that four-story building and premises known as No. 10 Fifth Avenue, in the City, County and State of New York, with the appurtenances and the cole and uninterrupted uce and occupation thereof (except as hereinafter mentioned) for the term of one year from the 1st day of March 1918 to the 1st day of March, 1919 at twelve o'clock noon, in consideration of the covenants hereinafter contained and of the yearly rental of Thirteen Thousand Six Hundred and Fifty Dollars (\$13.650) payable by the party of the second part to the party of the first part in equal monthly instalments of One Thousand One Hundred and Thirty-Seven Dollars and Fifty Cents (\$1,137.50) in advance; this lease however being subject to the following lease now upon the demised premises:

Lease dated February 24, 1917 between the party of the first part and Della Robbia Studios, Inc., a corporation of the State of New York.

The party of the first part hereby assigns, transfers and sets over unto the party of the second part,

its successors and assigns, to its end their own proper use and benefit, all.her right, title and interest in and to any and all rents to grow due under the said leass during the term of this lease, and hereby gives to the party of the second part, its successors and assigns, full power and authority for its or their own use and benefit, but at its or their own cost, to ask, demand, collect, receive, compound, and give acquittence for said rent or any part thereof, and in her name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

The party of the second part does for itself, its successors and assigns, hereby agree to pay to the party of the first part, her heirs, assigns, agonts or attorneys, asid yearly rental of "15,050 at the time and in the manner aforessid, without fraud or delay, and at its or their own proper cost and charges to bear, pay and discarge all such datics, taxes, assessments and payments, extraordinary as well we ordinary, as shall during the term hereof be leavilly imposed upon the designed premises or any part thereof by the United States of America, or any city, county or municipality thereof, or as shall be imposed or grow due by virtue of any present or future law or ordinance of the same, or any of thos, or otherwise.

The party of the second part does further agree at its own expense to keep the said premises in as good repair as the same shall be at the commencement of said Les successors on ventane, to the mos best one prover in me mad benefit, all nor right, their can the read in to any and all reads to grow due made, the suit to any

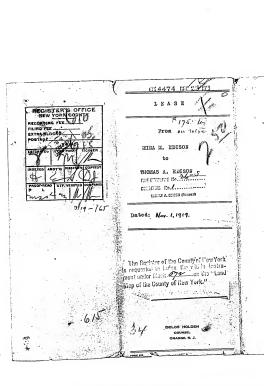
term, wear and tear arising from reasonable use of the same and damage by fire and the elements excepted, and at the expiration of said term or earlier termination of this lease to yield up the peaceable possession thereof to said party of the first part, her heirs, assigns, agents or attorneys.

Said party of the second part further promises and agrees that said party of the first part, her heirs. assigns, agents or attorneye may enter into and upon the eaid demised premisee at reasonable houre of the day to examine the same or to make such repairs and alterations therein at the expense of the party of the second part as shall be necessary for the preservation thereof, provided such repairs and alterations are not made within a reasonable time by the party of the second part; to exhibit them at any time during said term to any person or persons, and to put up notices "For Sale" or "To Let" upon the same. If the said premises shall become vacant or deserted during the said term, the party of the first part, her heirs, assigns, agents or attorneye may re-enter the same at her or their option, by force or otherwise, without being liable to prosecution therefor, and to re-let the same, and it is agreed that the rent so received shall be applied first to the payment of such expenses as the party of the first part, her heirs, assigns, agents or attorneys may be put to in re-entering, and then to the payment of the rent due by these presents and that the party of the second part shall remain liable for any deficiency.

This lease is made and accepted on this express condition, that in case the party of the second part fail or be in default of any of the covenants herein contained, the party of the first part, her heirs, assigns, agents or attorneys shall have the power and right of terminating and ending this lease immediately and be entitled to re-enter and take possession of said premises and to remove all persons therefrom, the party of the second part hereby waiving any notice in writing to quit or of intention to re-enter under the statute.

It is further agreed that the party of the first part, her heirs, assigns, agents or attorneys may in the event that she has an opportunity to sell the demised premises, determine said term herein provided for and cancel this lease at the end of any calendar month by giving to the party of the second part ninety days previous notice in writing, and the party of the second part agrees that not later than ninety days after receipts of said notice, it will surrender to the party of the first part, her heirs. assigns, agents or attorneys, all of the premises hereby leased, and will pay on demand all rent then due for said demised premises and all other sums which may have been paid or incurred by the party of the first part on account of the party of the second part to carry out the provisions of this agreement. In case of such determination of said term, the party of the second part shall be entitled to receive the rents under said lease of party of the first part to Della Robbia Studios, Inc. only to the date of the termination of this lease.

The state of the state of the state of the state of or he in deroute of any or the coverence herein contained, acondition. thes selvenes the marky of the adond pert fall IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written. Charles Elson THOMAS A. EDISON, INCOMPORATED
By Stephen B. Mauricet Attest: The foregoing lease dated the first day of March 1918 between Mina M. Edison and Thomas A. Edison, Incorporated, is hereby extended for the term of one year commencing on the first day of March 1919, subject to all the torms and conditions of said lease. Dated this 28 than of February 1919. Chaples Edison





LEASE

THIS INDENTURE made the first day of Hovember, 1919 between MINA M. EDISON, of Llewellyn Park, West Crange, New Jersey, party of the first part, and THOMAS A. EDISON, of Llewellyn Park, West Crange, Hew Jersey, party of the second part, WIMENSSETH:

That the party of the first part does hereby demines and lease unto the party of the second part, his executors, administrators and assigns, all that four-story building and premises known as No.10 Fifth Avenue, in the City, County and State of New York, with the appurtenances for the term of twenty-one (21) years from the first day of March 1920 to the first day of March 1941 at twelve o'clock noon, in consideration of the overannts hereinafter contained and of the yearly rental of Sixteen Thousand Five Sundred and Thirty-six Pollars (\$16,536.) payable by the party of the second part to the party of the first part in two hundred and fifty-two (252) equal monthly instalments of One Thousand, Three Hundred and Seventy-eight Pollars (\$1.378.) in advance.

The perty of the first part hereby agrees that she will immediately upon the receipt thereof pay to the owner of the second mortgage upon the said premises covered by this lease and executed concurrently herewith in favor of the party of the second part for the sum of Thirty-five Thousand Dollars (\$35,000.) all sums received by her as rental hereunder in excess of the sum of One Thousand, One Hundred and Pifty-two Dollars (\$1,152.) per month, said

sums to be applied upon the said mortgage in accordance with the provisions thereof, and in the event of her failure to make any such payment or payments the purty of the second part shall have the right to deduct the amount thereof from the rent payable heraunder and apply the amount deducted to the making of such payment or payments to the owner of said mortgage on behalf of the party of the first part.

The party of the second part does for himself, his executors, administrators and assigns, hereby agree to pay to the party of the first part, her heirs or assigns, said yearly rental of Sixteen Thousand, Five Hundred and Mirty-six Dollare (\$16,536.) at the time and in the manner aforesaid, without fraud or delay, and at his or their own proper cost and charges to bear, pay and discharge all such duties, taxes, assessments and payments, extwordinary us well as ordinary, and including all rents and charges for water, gas, and electric light and power, as shall during the term hereof be lawfully assessed, levied or imposed upon the demised premises or any part thereof.

It is a condition of this lease, and the party of the first part does hereby agree, that she will remodel the said premises so as to provide a suitable retail storeroom, an office suitable for a physician and a livingspartment in the basement thereof, approximately four (4) apartments on the first floor, approximately four (4) apartments on the second floor, approximately four (4) apartments on the third floor and approximately from (3) apartments on the fourth floor. It is estimated that such remodelling will cost approximately fairty-five Thousand Dollars (335,000.).

which amount is being loaned to the party of the first part by the party of the second part to be so used and which loan is secured by the aforesald second mortgage upon the said premises. It is further agreed that work on such remodelling of said premises shell be commenced within a reasonable time from the date of this indenture and shall be completed as quickly as conditions in the building trade may allow.

The party of the second part does further agree at his own expense to keep the said premises, after remodalling, in good repair, wear and tear arising from reasonable use of the same and demage done by fire and the elements excepted, and observe and be responsible for, and beer all expenses of complying with all orders, ordinances, rules, resolutions and requirements of all luminipal, State and Pederal authorities relative to the dealesd premises, and at the expiration of said term or earlier termination of this lease to yield up the peaceable possession thereof to said party of the first part, her heire or easigns, in as good condition as reasonable use and wear thereof will permit, damage by fire and the elements excepted.

Said party of the second part further promises and agrees that said party of the first part, her heirs, or assigns, may enter into and upon the said demised premises at reasonable hours of the day to examine the same or to make such repairs and alterations therein at the expense of the party of the second part as shall be necessary for the preservation thereof, provided such repairs and alterations are not made within a reasonable time by the party of the second part; to exhibit them at any time

during the last six months of said term to any person or persons, and during such six months period to put up notices "FOT Said" or "To Let" upon the same. If the said premises shall become vacant or deserted during the said term, the perty of the first part, her heirs or assigns, may re-enter the same at her or their option, by force or otherwise, without being liable to prosecution therefor and to re-let the same, and it is agreed that the rent so received shall be applied first to the payment of such expenses as the party of the first part, her heirs or assigns, may be put to in re-entering, and then to the payment of the rent due by these presents and that the party of the second part shall remain liable for any deficiency.

The party of the second part agrees to indemnify and save harmless the party of the first part from all claims for damages on account of bodily injuries accidentally suffered or alleged to have been suffered by any person or persons not employed by the party of the first part while in or about the demised premises, and also against all claims for damage or injury by water which may be sustained by the party of the second part, his agents or employees, or by any sub-tenant, or for any damage or injuries resulting from the negligence or improper conduct of the party of the second part from the breakage, leakage or obstruction of the Croton, water or soil pipe, or for other leakage in the demised premises or any part thereof.

This lease is made and accepted on this express condition, that in case the party of the second part fall

or be in default of any of the covenants herein contained, the party of the first part, her heirs or assigns, shall have the power and right of terminating and ending this lease immediately and be entitled to re-enter and take possession of said premises and to remove all persons therefrom, the party of the second part hereby walving any notice in writing to quit or of intention to re-enter under the statute.

The party of the first part agrees that she will keen insured against fire during said demised term in a reputable fire insurance company or companies, all buildince and improvements upon the said promises in an amount not less than Seventy-five Thousand Dollars (375,000.). which policies of insurance will provide for payment in case of loss to the owners of the first and second mortgages as their interest may appoar. In case of partial destruction or damage to the premises caused by fire, the party of the first part will with the consent of the owners of the first and second mortgages or in accordance with the provisions thereof, out of the proceeds of the aforesaid insurance, cause the premises to be placed in suitable repair, and no deduction shall be made from the rent payable by the party of the second part by reason of such partial damage or destruction. In case of a total loss or destruction of said premises by fire or a loss so extensive as to make it inadvisable in the opinion of the party of the first part to make repairs, this lease shall immediately terminate and no further rent shall accrue

thereafter unto the party of the first part. Such termination of this lease, however, shall in no way effect the liability of the party of the first part to the party of the second part under the aforesald second mortgage.

It is further agreed that first party shall have
the right to terminate this lease at my time by giving to
second party one hundred and twenty (120) days notice in
writing of such termination, and thereupon at the expiration of said one-hundred-and-twenty-day period this lease
shall terminate. In case of such notice and termination,
first party will relaburse second party for all payments
which it may actually make to its sub-tenants occupying
said premises as a consideration for the termination on
one hundred and twenty (120) days or less notice of their
respective sub-leases, but not to exceed in the case of
any sub-tenant a sum equal to one months rental under the
sub-lease of the premises occupied by such sub-tenant.

IN WITNESS WHEREOF, the parties hereto have exeouted this agreement in duplicate the day and year first above written.

Witness as to Musica Nill Share Share Chodio Chican

Witness as to
Thomas A. Edison,
Charles E. Coyer

STATE OF NEW JERSEY ) COUNTY OF ESSEX

ss.:

on the 5 de day of yoventer

nineteen hundred and nineteen, before me came MINA M. EDISON, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

STATE OF NEW JERSEY)

COUNTY OF ESSEX



I, JOHN H. SCOTT, Clork of the County of Essex (and also Clork of the Circuit Court and Court of Common Pleas, the same bling Courts of Record of the aforesaid County, having by last g seat)

Stacker whose name is subscribed to the was at the time of taking PUBLIC duly commissioned ng in said State, and was, as such NOTARY PUBLIC an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his gennine signature.

nov, I have hereinging set my hand and assued my official seal white Scott com

STATE OF NEW JERSEY COUNTY OF ESSEX

on the both day of Brember

nineteen hundred and nineteen, before me came THOMAS A. ETMISON to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the eame.

> WASHINGTON TO BE CONTRACTOR COMMISSION EXPIRED APRIL 21, 1922

CCES

STATE OF NEW JERSEY

COUNTY OF ESSEX



mmon Pleas, the saft being Courts of Record of the

vissioned and sworn and residing in said State, and was, as such PUBLIC duly o NOTARY PUBLIC an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledg of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly excented and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his genuine signature.

STATE OF ELG MESET ) . SU.:

on the bold err, of Demonstration interests in the rest of the state o

Line E souther

in Lib 2119 age 65 of Conveyances and Indoxed under Block Number on the "Land Map of the Country of New York."

Very my hand JA153 y DONEGAN, Register of Philad Section 1 August Project Construction of the Country Register Area Don Register Construction of the Control of the

New York on Dec 22 1919, At 2.50 PM

Mina M. Todrion to Inouis aladis Nov. 1, 1919 Pormises no 10 - 524 la, newyora City THIS MORTGAGE, made the let day of November

nineteen hundred and nineteen . between

200 1 1 1 1 1 1 1 1 1 1 1

MINA M. EDISON, of the Town of West Orango, County of Essex and State of New Jersey.

, the mortgagor,

and THMAS A. EDISON, of the Town of West Orange, County of Essex and State of Rew Jersey

, the mortgagee

WINESSETH? that to secure the payment of an indebtedness in the sum of

Thirty-five Thousand Dollars (\$35,000)

lawful money of the United States, to be paid as follows:-

\$138.15 on the let day of March, 1920 and \$138.15 on the let day of each much thereafter together with interest at the rate of 6% per summ from laws hit, 1920 on unguid belances, which interest shall for convenience be equalized and paid as follows: \$47.65 on the let day of March, 1920 and \$47.65 on the let day of sech such the resister until the entire amount of the principal, with interest, shall have been fully paid and satisfied

according to a certain bond or obligation bearing even dats herewith, the mortgager hereby mortgages to the mortgages

ALL that lot of land in the City and County of New York, with the buildings thereon, bounded and described as follows:-

Repliating at the intersection of the northerly side of Right Street, also known so Olithon Rase, and the waterly side of Right Street, also number themes northerly along the westerly side of Right Arens, termy sight foct, six inches; those westerly, parallal with Right Street and part of the way through a party wall, one hundredest; thomes eartherly, parallal with Right Street and part of the way through a party wall, one hundredest; thomes eartherly, parallal with Rifty Aremse twomiv-eight feet six inchae to the northerly side of Righth Street, and themes sasterly along the northerly side of Righth Street,

1 14 1

Street, one hundred feet to the point of BEGINNING.

SAID PREMISES being now known as humber 10 Fifth Avenue, and being those which were conveyed to eaid mortgagor by Washington Arch Realty Company by deed dated May 21st, 1986, and recorded in the Office of the Register of the County of New York, in Liber 160 of Section 2 of Conveyonoes, page 92.

TOGETHER with all fixtures and articles attached to or used in connection with said premises, all of which are declared to be covered by this mortgage.

TOOETHER with the apparterances, and all the estate and rights of the mortgagor in and to said premises.

This mortgage is second and subsequent to a mortgage dated Jenus political and the state of the Tork, on the light during the state of the sta in Liber 234, Section 2 of Mortgages, page 91.

And the mortgagor convenante with the mortgagee as follows:-

1. That the mortgagor will pay the indebtedness as hereinbefore provided.

2. That the mortgagor will keep the buildings on the premises insured against lose by fire for the benefit of the first and escend mortgage os as their interests may appear.

3. That no building on the premiese shall be removed or demolishing

ed without the comment of the mortgages.

4. Shat the whole of said principal sum shall become due after default in the payment of any installment of principal or of interest days, or after default in the payment of any tax, water

rate-or-assessment for days after rotice and demand. 5. That the holder of this mortgage, in any action to foreclose it,

shell be entitled to the appointment of a receiver-

6. That the mytager will pay all states, assessments or we rates, and in default thorough, the mortgages may pay the same

7. That the mortgagor within thirty (30) days upon request in person or within thirty (30) days upon request by mail will furnish a statement of the amount due on this mortgage.

6. That notice and demend or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrants the title to the premises.

the mortgagor. In presence of: (Signed) Mira Miller Edison (Stoned) Charles Edison State of New Jersey County of Essex . before me came MINA M. EDISCH

IN WITHERS WHEREOF, this mortgage has been duly executed by

, to me known
to be the individual described in, and who executed, the foregoing
instrument, and soknowledged that she executed the same.

(Signed) Jessie E. Stalker (Stamped) NOTARY PUBLIC: STATE OF NEW JEHSKY COMMISSION EXPIRES APRIL 21,1922. Mr. Kellow:

I find that under the laws of New York there is a tax which must be paid in order to place on record the mortgage from Mrs. Edison to Mr. Edison on the property at No. 10 Fifth Avenue. This tax amounts to \$5.00 per \$1000, or \$175.00 for the mortgage in question, which amounts to \$35,000.

The purpose of recording a mortgage, of course, is to protect the mortgages against other mortgages given by the mortgagor or judgments against the mortgagor. Would you like to have this mortgage placed on record? If so, please send me \$175.00. DE los Holden

DH-ES

ir. Thomas A. Edison:

Ers. Edison is the mort sagor in this case and perhaps it will seem unnecessary to you to protect your interests as suggested above as against the actions of irs. Edison. There may be a remote possibility that soms protection might at some time be required against others though I cannot think of a specific instance. I have talked the matter over with Judge Holden and he thinks the possibility of such protection being actually required is somewhat remote but states that absolute protection of your interests would require the recording.

Do you wish to spend \$175 to have the mortgage recorded or shall we leave it un-recorded ?

Leave it unrecorded Withereary

## [PHOTOCOPY]

Now York, Decombor 17th, 1919.

Hr. Thomas 1. Edison Orango. How Jersoy.

Dear Sir:-

To the undersigned hereby cortify that to have under a survey and threethy examination of your property file - 6th Arenna, being the continuest corner of 6th Are, and oth Street, New York City, the lost size being 6th and the Street, New York City, the lost size being 6th ing is a brownstone and brick building, size 30° freet, 72° deep, beasons in four (c) filerer shows converted from all private realtence to offices, eithelm and juniter spartnut. There is a rear extension 120° vide x 00° cope, built of plains and red face brick rith a basecount and three (5) exists surveyed to the contract of the contract of the carries above.

In secondarse with our curvey mad examination reins that the list Reportsor Value of the building, scanning frommation, accuration, offerming, runter and rulling to be the own of CA, 1900,00. To find the Accomminated Depreciation to be the own of Sp. 300,00. No find the Del Immersite Pales orkshalm-Accoration Portions, but Ruckwing Depreciation to be the own of CA, 300,00.

All of which is respectfully submitted.

Cortified to this 17th day of December, 1919,

CABLEA CONSTRUCTION COLUMNY.

# [PHOTOCOPY]

	NEW YORK AP	RAIBAL CO.	1
	92 WILLIAM	*****	
		HEW YORK Done	mbor 50,1919
Thoo.A.Fdisc	m,Inc., , How Jarsey.		
HORE DINING	Attention of Mr.A	O President	
	Werester ou or wirth	OT 10EC.	1
Dear Sirs:			
Yo Ar	coloss horswith sppr	sisal report chowing Not #10 Pifth Avenue, as bai	ne
\$35,646.00.			
Duris	ng our inspection we	found on architect, and b	uildara
proparing to	rake certain chang studios, and bechol	found on architect, and be sa which would sonvart th or apertments.	) present
Hot I	knowing whether this	is a tentative or positi g the insurance it would \$5000. From the above In action which the buildars the enount remaining the	ve echane
for Mr.Front	ggoet that in placin t to daduct at loast	85000. from the above In	nurable
Value to tal	ke care of the deatr	notion which the buildars	will be
		ltoretions which we under	stand will
	25,000. or 830,000.		
		ed herewith as agreed.	,
All	of which is respect!	ully oubmitted.	•
	Yours trul	7,	
	10	N YORK APPRAISAL CO.	
		By Access	di
			ma.
			•
Enol.			
			i
			i
			1
	THE REAL PROPERTY.		****
			1

# [ATTACHMENT/ENCLOSURE (PHOTOCOPY)]

PRIMITION & TO FIFTH AVENUE,
HE: FORK CITY.
ANTENDED OF VALUE DESCRIPT TYPE, 1919,
SY

. HAY YOUR APPRICAL COMMANY





March 2, 1920

Mr. Kellow:

Confirming our telephonic conversation of today in which you pointed out that under the terms of the lease from Mrs. Edison to Mr. Edison, which went into effect on March 1, a certain smount is to be paid by the tenant to the landlord and a portion of this is to be paid back by the landlord to the tenant as holder of the second mortgage on the property. It is my opinion that it is not necessary to exchange checks, but that so long as Mr. Edison is the owner of said mortgage all that would be necessary would be for him to make a check to Mrs. Edison for the net amount and oredit the balance of the rental upon the mortgage as provided in the terms of the lease.

DH-ES



DIAMOND DISC SHOP

10 FIFTH AVENUE CORNER OF EIGHTH STREET NEW YORK CITY CHARLES EDISON

HARRY W. BRADLEY

TELEPHONE STUTVESANT 5247

August 30, 1920.

Mrs. Mina M. Edison, Llewellyn Park, West Orange, N. J.

Dear Ers. Edison:

As per your letter of June 18, 1920 we are herewith enclosing certificate number 18 for 10 shares of stock of the Diamond Diac Shop, Inc. (par value \$100, per share). This is in settlement of the accrual of \$1,000. for rent from 1915 to date.

Kindly acknowledge receipt of this certificate.

Very truly yours,

DIAMOND DISC SHOP, INC.

Secretary and Densurer.

# CAPITAL AND SURPLUS \$11,000,000 BOND&MORTGAGE GUARANTEE QU.

 176 BROADS OF SEE YORK. 176 BROADS OF SEDROOKLYN. 320 FOLTON SE-JAMARCA.

NEW YORK Nov. 17, 1923.

B. & M. NO. 74016.

IN RE PREMISES: 10 - 5th Ave.

Mrs. Mina M. Edison, c/o Mr. Thomas A. Edison, Orange, New Jersey.

Dear Madem:

The \$50,000. mortgage covering the above property matures on Jan. 11, 1924.

Before considering the question of an extension of this loan, we shall wish to have an itemized list of the rentals and expenses of the premises. Please, therefore, fill out, sign and return the enclosed blank promptly.

Very truly yours.

RLC/LFB. Encl. Secretary.

Charles can't me one this house? Do your think it would be mise?

# BOND AND MORTGAGE GUARANTEE COMPANY 176 BROADWAY, NEW YORK CITY

	10 - 5th A	ve.		
REMISES:				
		been made since last re		
Slight alte	erations to p	artitions - gener	al-maintenance.	
ave all City Departm	nent orders been	complied with? If not,	what orders are proding	a)
	Yes			
nnual rent? (Give d	Jasellad statement	In souces below.)		
			ngth of term,	Space occupied
Name of tenan				
800 SCh	edule attach	od		
		ation of space vecant as	d length of time vacuu	
f noy vacancles, state	e number and loc			
	e number and loc			
f noy vacancies, state	a number and loc			
£.		3,014.90		
4	y for taxes	3,014.00		
4	y for taxes			
£.	y for taxes	3,014.00	in spaces below.)	
Amount pald annually	water	3,014.00 134.20 remlums. (Give details	in spaces below.)	
Amount paid annualt	water water insurance put	3,014.00 134.20 remiums. (Give details 216.67	in spaces below.)	
Amount paid annualt	water water insurance put	3,014.00 134.20 remiums. (Give details 216.67	in spaces below.)	
mount paid annuali	waterinsurance pi	216.67	in spaces below.)	
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Amount paid annuals  """  Fire Insurance, prem  Plate Glass Insurance  Rent Insurance, prem	water " water " Insurance po	5,014.00 134.20 remlums. (Give details 216.67 anum: 8,95	in spaces below.)	
Amount paid annuality of the state of the st	water  " insurance pi tum per annum.  p, premium per ar nium per snnum.  pensatioo, premiu	3,014.00 134.20 216.67 218.95 m per annum. 18,00	in spaces below.)	
Amount paid annuals  " "  Fire Insurance, prem"  Plate Glass Insurance  Rent Insurance, pren	water  " insurance pi tum per annum.  p, premium per ar nium per snnum.  pensatioo, premiu	3,014.00 134.20 216.67 218.95 m per annum. 18,00	in spaces below.)	Own

A STATE OF THE PARTY OF THE PAR		longth of term	Space occupied
Hame of Tenant	Amount of Rent	Pankett or corm	Spino straight
or. J. Ralph Vigiano	\$1400.00	9-30-28	Doctor's Office
Arthur Berger	3600.00	9-30-27	Tailor Store
Thuel Burnham	1900+00	9-30-25	2A and 2 B
M11 Daution	1585.00	9-30-24	3 A
Mrs. Mary Haynes	1585.00	4-50-24	44
wiss Plorence Overton	1800.00	9-30-24	5 A and 5 B
Mr. Wm. A. Hardy	1200.00	9-30-24	4 B
Mise Bessie M Pahey	1440.00	4-30-24	3 B
Miss Rita Kelley	1020.00	9-30-24	2 0
Wise Eva Legallienne	1800,00	6-30-24	5 C
Wme Garthier DeMaurex	1500.00	9-30-24	4 0
Wr. Olerici	1500.00	10-1-24	3 0
Miss Katherine A Smith	1080.00	9-30-25	l D
Mrs. Isobel E Bell	1320.00	4-30-24	2 D
Mr. S. Blits	1080.00	9-30-24	4 D
Mr. C Hollandsworth	1080 •00	9-30-24	3 D

CAPITAL AND SURPLUS \$12.000,000

CLARENCE H.KELSEY, MESIDENT CLARENCE M.KELBEY, MERIDEAT
FRANK BAILEY, NEPAREMENTANDOMERAL MA
CUNTON D. BURDICK, NECAMEMBERT
JOHN L. SHERWOOD, NECAMEMBERT
WILLIAM B. CLARKC, VECAMEMBERT
JOSEPH H. WARD, NEF-PRESIDENT 176 DROADWAY, NEW YORK. 176 DESISEN ST.DROOKLYN BEO FULTON ST. JAMAICA. HAROLD W. HOYT, THEADMEN REGINALO L. CARTER, SECHETARY HERBERT C. BOTHWELL, ASSET SECHETARY RANGALL SALISBURY, ASSET SECRETARY EDGAR 'L. HILLARY, ASSET SECRETARY

NEW YORK Dec. 12, 1923.

IN REPLYING PLEASE REFER TO B. & M. NO. 74018.

> Mr. J. W. Miller, c/o Edison Company, Orange, New Jersey.

Dear Sir:

We have been authorized by our client to whom we guarantee the \$50,000. mortgage on the property at 10 - 5th Avenue, owned by Mina M: Edison, to offer a renewel of the mortgage for three years with interest at 5-1/2% instead of the present rate of 6%. Our chargee for effecting the extension will amount to one-quarter of one percent. plus the Revenue Stamps of \$.50 per \$1,000.

Please advise us at your earliest convenience if you wish us to proceed with the preparation of the extension agreements under these conditions.

Yours very truly,

RLC/LFB.

R. L. Carter Secretary.

Mr. Edison

Ry 10-5 & Annue 
Hymanomy

Store is a stopped plan

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10-5 th are

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Till you kindly took this

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pron

Mr. Edison has made has

commissed in the last page-

THOMAS A. EDISON PERSONAL

Function: Thomas A. Edison Private

To: Mrs. T. A. Edison

From: Mr. J. V. Millsr

the property.

Rs: Financing 10-5th Avenue.

Memo #M-422

Dats 12-29-24

Supplementing memorandum #394 of October 14, 1924, the question of ro-arranging the financing of 10-5th Avenue has been further discussed and we now submit to you a proposal -

At the present time there is some confusion in handling

You own the building by record title. Mr. Edison

leass it. You have given Mr. Edison a second mortgage for \$35,000.00 (now reduced to \$24,000.00 ) to cover the alteration of the building into an apartment - same having been done in 1920 .

In addition to this you borrowed from Mr. Edison some \$23,000.00 on open account - used for alterations in addition to above \$35,000.00 on which you are paying no interest or principal.

There is, therefore, each month an exchange of checks and although you nominally own the building, still you are indebted to Mr. Mison for soms \$50,000.00.

The present scheme is to clear this up so Mr. Misen has some definite and negotiable instrument covering this entire indebtedness.

It is, therefore, proposed that you

(1) give Mr. Edison non-interest bearing notes -

Memo #M-422 Mrs. T. A. Edison either (a) one note (non interest bearing and payable in one year ) for the entire amount - made up as follows: \$23,987.30 Dec. 30th. Balance on Mortgage 23.574.53 · Open account Difference between interest actually paid (equalized interest) and interest which should have been paid Additional interest on unpaid actual interest to date \$51,425,17

- or (b) Four or more notes, non-interest bearing, covering the amount, payable quarterly, or semi-annually as you prefer.
- (2) In return Mr. Edison would cancel the second mortgage and accept these non-interest bearing notes, in lieu of second mortgage and an open account on which he receives no interest and which is covered by no negotiable instrument.
- (3) That the operating accounts would be handled through a set of books to be opened for your estate.

By this arrangement you would own the property free from all indebtedness (direct) except the \$50,000.00 first mortgage held by the Guarantee Title and Trust Company of New York.

By this arrangement your income from the building would be as follows:

Rentals received ( estimated ) \$24,000.00 600.00 \$24,600.00 Sale of Electric Current " 12,200,00 Less operating expenses (estimated ) \$12,400.00 Operating profit 2,750.00 Less interest on \$50,000.00 mortgage \$ 9,650.00 Net Income

At present your net income from the building is

Rental received from Mr. Edison on lease \$16,536.00 Lees payment on principal of 2nd mortgage 1,657,80

1,054.00 Interest on

# 1st mortgage \$50,000.00

2,750.00 5,461.80

\$11,074.20

Loss in income between old and new arrangement

\$ 1,400,00

It is our thought that, if you wished, you could pay off this or these notes to Mr. Edison within a year or so, using all or part of your additional income derived from dividends paid by T. A. E. Inc.

er or of the off

LABORATORY\_OF\_THOMAS\_A.\_EDISON ---June-15 -- 1925 Mr. duthur Berger 10 Fifth Ave., New York, N. Y. Please make all future payments of rent for the premises at No. 10 Fifth Avenue, New York, N. Y., here-Edes in Laboratory tofore lessed to you, to tes. Mins M. Edison, West Orange, N. J., or such agent as she may designate. Mrs. Edison is the owner of the No. 10 Fifth Avenue premises and I have this day surrendered to her the .... lease of said premises which I held and under which I made your sublease. The effect of this is to make Mrs. Edison your Lendlord instead of myself. -The management of the apartment house will continue substantially as at present, but under Mrs. Edison's direction. Yours very truly, 15 copies

For Tak file

THOMAS A. EDISON

-with-

MINA M. EDISON

SURRENDER OF LEASE.

STYELOPE No. 2/6-2

GREGORY, STEWART & MONTGOMERY
ATTORNEYS
25 BROADWAY

AKAC

THIS INDEMFURE made the 15th day of June, 1925, between THOMAS A. EDISON of Llewellyn Park, West Crange, How Jersey, party of the first part, and MINA H. EDISON of Llewellyn Park, West Crange, Hew Jersey, party of the second part;

WHEREAS the party of the second part, by a certain Indenture of Lease bearing date the first day of November, 1919, and recorded on the SEMI day of Docembor, 1919, in the office of the Register of Now York County in Liber 5119, page 165 of Conveyances, and indexed under Blook 572 on the Lend Map of the City of New York, did demise and farm let unto the party of the first part, ALL that four story building and premises known as No. 10 Fifth Avenue, in the City, County and State of Hew York, with the appurtenances thereto, for the term of twenty-one years from the first day of March 1941.

NOW those presents WITHESS - That for ami in consideration of other good and valuable considerations, and the sum of one dollar (\$1). Lawful money of the United States, paid by the said party of the second part, to the party of the first part, at the sealing and dollvery of these presents, the receipt whereof is hereby acknowledged, and to the intent and purpose that the said term in the said land and premises may be wholly merged and extinguished the said party of the first part has given, granted and currendered, and by these presents does give, surrender and grant unto the party of the second part, and to hor heirs, all the said lands and premises in the said indenture of lease conveyed and demised, as aforesaid, and all the

estate, right, title and interest and term of this property, claim and demand whatsoever of the said party of, in, to or out of the same or any part or parcel thereof; together with all right, title and interest of the party of the first part of, in and to any and all lesses which he has made to sub-tenants of said premises.

• TO HAVE AND TO NOLD the end d land and precises to the said party of the second part, her heirs and assigns to her and their own proper use and behoof forever.

AND the said party of the first part does hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said party of the second part, her heirs and assigns, that the said party of the first part has not, at any time, heretofore, made, done, committed, executed, permitted or suffered any act, dsed, manner or thing whatsoever, whereby or wherewith, or by reason or means whereof, the said lands and premises hereby assigned and surrendered, or any part or parcel thereof. ars, or is, or may, can, or shall be, in any way, merged, charged, affected or encumbered, other than to sub-let said premises to tenants under leases intended to be assigned by the party of the first part to the party of the second part simultaneously herewith, anything in said lease or any instrument referred to therein, to the contrary notwithstanding.

IN WITHUSS WIRTOF the said parties have hereunto est their hands and seels, the day and year first above written.

John O. Treeler

Mus Mildeson Muse Mildeson STATE OF NEW JERSEY )
COUNTY OF ESSEX )

On this /5 day of June, 1925, before me personally appeared HIGMAS A. EDISCH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Ralph 18. allen

STATE OF NEW YORK ) : 88.:

On this 27 day of June, 1925, before me personally appeared MINA M. EDISON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Francia C. Low Thorps
Thotary Roblic Kingo CountyCertificati fled in 2.4. Co

HISTORY.

1906-may 18 Contract to purchase. Mrs. Mina M. Edison contracted to purchase the property from the Washington Arch Realty Co.

Purchase price \$112,500. Cash on signing of contract Payable

\$10,000 27,500 75,000

" delivery of deed Mortgage payable June 30, '07 Interest at 5%

Contract made through Title Guarantee & Trust Co.

Purchase was handled by Mr. Pelzer of the National Phonograph Co. and the N.J. Patent Co. and building was to be used as an office by these oompanies.

1906\*May 21

y 21 Beed.

Washington Arch Realty Co. to Mina M. Edison

Batel May 21, 1966

Resourced Law 1968

Resourced Law 1968

Resourced Law 1969

Resource

First Mortgage - \$75,000 Due June 30, 1907 - Interest payable Dsc. I and June 1 at 5%

Mortgage payable to Title Guarantee & Trust Co. made by Washington Arch & Realty Co. and Transferred to Hina M. Edison.

Interest payable to Bond and Mortgage Guarantee Co. 146 Broadway N. Y. City.

Insurance policies handled by John H. Wood.

Mortgage replaced and extended from time to time as follow at 5%

To Jan II 1909 " 1912 **# 1915** 

Principal reduced by 15,600 on Jan. II, 1915

Mortgage extended to Jan, II, 1918 at 52%

Principal reduced by \$10,000 on Jan. II, 1916.

Lease Mina M. Edison to Diamond Disc Shop Lower two floors from Oct. 1, 1915 to Sept. 30, 1916. 1916-Jan. 3. Rental \$2,000 payable in stook of the Co.

Mina M. Edison to Thomas A. Edison Inc. 1917- May II,

Term of one year from Moh. 1, 1917. Yearly rental \$13, 650.00 Subject to existing leases T. A. Edison Inc. pays all taxes, expenses etc.

1918- Masch I

Lease---- Extension of next above lease for one year.

1919- Pab. 28 Leass --- Extension of next above leass for one year.

First mortgage, originally \$75,000 now \$50,000, extended to Jan. II, 1921 at 55%

1919-Nov. I Lease-- Wina M. Edison to Thomas A. Edison

Through the suggestion and efforte of Mr. Charles Edison it was decided to convert the building into offices and apartments.

Mr. Thomas A. Edison agreed to Ioan Mrs. Edison the necessary money to

make the alterations and it was estimated that the cost would be 335,000. Mrs. Edison to give a mortgage overing this amount. Mr. Thomas A. Edison also agreed to lease the building and operate same

MR. THOMES A. MINOU AND SECTION to Indust in stilling and operates assed as an apartment building paying for all repairs, taxes and expenses except the insurance, and interst on original mortgage.

Lausd for a tens of 21 years ending wards I, 1941
Yearly rental \$16,556.00 or \$1,370.00 per month
Lease can be terminated on 120 days notice.

1919--Nov. I Second Mortgage---Mina M. Edison to Thomas A. Edison

To secure indebtedness of \$35,000
Paymente on principal \$130.15 per month beginning March I, 1920
of interest at \$6 equalised over twenty one years at \$67.85 per mon Subject to Ist. Mortgage dated Jan. II, 1907
Mina M. Adion to Title Guarantse & Trust Co.

Bond accompanying same also signed.

1919--1920 Alterations made by Mrs. Edison through Messars Charles Edison and Obarles Poyer.

Work was under the immediate direction of the Architectural Corporation, which organization later changed its meas to Contwester Shurtleff & MoDio, 170.

Commission to above organization 15% In order to complete the work it was found necessary to furnish additional funds and Mr. Edison advanced on open account \$25,574.55 without interest or further security.

1920 -- August I Altsrations were completed and Outwater, Shurtleff & Nobls, Inc. and subcontractors gave guarantees for one year.

1920----Jume 15, 1925 Hr. Thomas A. Edison operated the apartment paying Mrs. Edison regularly per month \$1378.00

urs. Edison returning to him regularly
per month on principal 138.15
as interest 78.85 226.00

Hat to Mrs. Edison per month II52.00

# Due to the compliance of arrangement of ownership, lease, mortgages, open more most many thanks of checks and also due to the fact that here. Mison has considerably, larger income than in former years it was thought advisable to jumplify matters. A statement was therefore dream up showing the situation and proposing various plane, Seam was submitted to Brrs. Edison also to Mr. Edison and a satisfactory agreement to both parties reached. 1. Mr. Edison are relieved from the I great note, without interest, when the state of the state

1925June	1-	Rearrangement completed Satisfaction of \$35,000 Cancelation of 21 year	mortgage	eigned. Signed	рy	Mr. Edison Mr. Edison Mrs. Edison
----------	----	---	----------	-------------------	----	---

Note for \$0,235.89 and Mrs. Edison
Note made up as follows
Balance due on mortesses
Interet " " \$20,235.40
Due on open account \$23,159.40
200.25
300.25
300.25
300.25
300.25
300.25
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300.25
300.25
300.25
300.25
300.25

The item of interest is the difference between the actual interest due if the interest payments had not been equalized and the interest actually peaks.

Power of attorney to Err. Charles Edison and

4- POwer of attorney to Mr. Charles Edison and
John V. Miller Signed by Mrs. Edison
5- Special form of this Power of Attorney

for the Bank

- All leases to tenante assigned to Mrs. Edison - An account opened at the First Rat. Bank of West Orange

Title of eacount Mina M. Edison
10 Fifth Ave. Account

Since June 15, 1925 all transactions relative to the Apartment bus - insss are being handled in the name of Mina M. Edison.

# HINA N. EDIBON\*\*10 FIFTH AVE. ACCOUNT. BUDDET FIGURES.

	Income and expense				Budget			
ITCH	1921	1922	1923	1924	AVERAGE	CO	BERVATIVE	PROBABLE
INCOMS								
Rents	24348	20817	24163	24464	23448		22000	24400
Elec. Current	538	468	610	629	561		500	560
TOTAL	8488 <u>6</u>	21285	24773	25094	24009		22500	24960
BXPERSE								
Rent	16536	16536	16536	16536	16536			
Hanagement	40	35		68	32.		50	50
Salaries	6624	5042	4958	4976	5127		6000	5000
Repairs	650	1770	1017	1692	1277		1500	1000
Puel	1375	1225	1300	1223	1281		1300	1300
Light # Power	1031	788	1059	1194	1018		1200	1200
Sater	175	105	134		104		125	125
Taxes	2770	2750	3014	3425	2990		3600	3600
Insurance	259	249	220	256	246		250	250
Logal		73	70	49	48		166	50
Telephone			15	54	17		60	60
Miscellaneous	480	716	381	176	438		400	200
Rent in arrea								
received	513				148			
TOTAL	29343	29 888	28704	29636	29242		13635	12836
IDSS*or GAIN	24457	•8004	•3931	*4542	·5233	per year	8865	12135
						" mo.	738	1011
Including int	ezest s	ut 6 <del>2</del> 4 o	n \$50.00	0 vorte	rea.	por year	6115	9385
			_ 4.0,00	- Yar eg	-6-	ii mo.	509	782

Gregory, Stowart 8: Montgomery

Julian A. Gregery IK. Randolph . Henty co. Francis & Lowthort

Homeofens at Law Connections at Law Connections of Law Connections 25 th conducting 25 th conductions 192 to 10; Northerh

Mr. Thomas A. Edison Orange. New Jersey.

Dear Mr. Edison:

New York City, owned by Mrs. Mina M. Zdicon, upon which you had, llease for twenty-one by the best of the desired by the state of the desired by the state of the desired by the state of t the satisfaction of mortgage, and a certain unpaid open account owed by are. Raison to you, in commection with said ijo. 10 Fifth Avenue.

JAG/RL

reliant Myong



LEMORADUM OF ASTREMENT made this Aftential day of January, 1915, by and between THICKS A.
EDISON, of West Grange, New Jersey, U.S.A., first party,
and THE VIOTORIA GYPSUM LIHING AND LAMUFACTURING COMPANY
LIHITED Of Baddeck, Cape Breton, N.S., Canada, escond party,
WITHESSETH:

WHEREAS, first party is the owner of Canadian patent No. 65,594 granted December 29, 1899, which said patent covers a method or process for reducing rock and similar refrectory materials; and

WHEREAS, first party is the owner of certain second-hand apparatus hereinafter more fully described; and

WHEREAS, second party is desirous of purchasing said apparatus and of obtaining the hereinafter defined license to employ the process of said patent;

HOW, THEREFORE, the parties hereto have agreed and do hereby agree as follows:-

1. First party agrees to repair and sell to second party for the sum of Five Thousand Dollars (\$5000), payable as set forth in Faragraph two (2) hereof, the set of second hand giant rolls now located at Stewartsvills, how Jersey, and consisting of rolls (approximately five feet in diameter and four fest long), bearings, girders, top hopper, pulleys, etc., estimated to weigh about two hundred and trenty thousand pounds, delivery of such repaired rolls to be made f.o.b. Hew Village, Hew Jersey, en or about liey 1, 1915.

- 2. Second party agrees to purchase said rolls and to accept the same when repaired and delivered as aforeseid end to pay to first party the sum of Five Thousand Pollars (5500) for said repaired rolls, of which said sum the sum of two Thousand Five Hundred Dollars (52500) shall be paid to first party on or before January 15, 1915 and the sum of two Thousand Five Hundred Dollars (52500) on or before Hey 1, 1915.
- 5. For and in consideration of the payments provided for in paragraph four (4) hereof, first party hereby grants to second party the right and license to employ the process of the aforesaid Canadian patent No. 66,894 for crushing gypsum within the Dominion of Canada throughout the remainder of the term of the said patent, and for such purpose said right and license shall be exclusive in second party.
- 4. For and in consideration of the right and license granted as aforesaid under the said Canadian patent, second party agrees to pay to first party as royalty the sum of Five Thousand Four Eundred and sixty-two Dollars and forty-eight cents (%668.48), payable at Stewartsville, Hew Jorsey, U.S.A. in monthly installments in accordance with the following schedule, the amount of each installment being set opposite the date upon which the same is payable:

Soptember 1, 1916 - 5151.78%
October 1, 1916 - 5151.78%
Hovember 1, 1916 - 5151.78
Hovember 1, 1918 - 5151.78
January 1, 1918 - 5151.73
January 1, 1917 - 1951.73
Harch 1, 1917 - 1951.73
Harch 1, 1917 - 5227.62
June 1, 1917 - 5227.62
Hovember 1, 1917 - 5227.62
Hovember 1, 1917 - 5227.62
Hovember 1, 1917 - 5227.62

14 14 ...

5. Second party agrees to use the said rolls during the life of said patent in the Dominion of Canada only and for crushing gypsum only, and agrees not to sell, lease or otherwise dispose of same during the life of said patent except upon the condition that they shall not be experted from or used outside of the Dominion of Canada and that they shall not be used except for crushing gypsum. It is, however, understood and agreed by the parties hereto that no license whatever under any of first party's United States patents is granted or to be implied as granted hereby or by the sale and purchase of the said rolls herein provided for.

IN WITHERS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Vitness:-Henry Lanahar

> THE VICTORIA GYPSUM MINING AND MANUFACTURING COMPANY LIMITED

By Milliam Gibson Pat,

Attest:-

Ditongaku Sig

State of New Jersey )
County of Essex )

On this 23 of January
1915, before me personally appeared THOLAS A. EDISON,
to me personally known and known by me to be the person
described in and who executed the foregoing agreement, and
he acknowledged to me that he executed the same as and for
the purposes therein set forth.

HOTARY RUBLIC, STATE OF NEW JERSEY
COMMISSION EXPIRES CEPT, 5, 1917

County of Delaware State of Pennsylvania SS.:

On this 20th day of January 1915, before me appeared Land A. Engaleu, to me personally known, who, being by me duly sworn, did depose and say that he is the Lacettary of The Victoria Gyssum Lining and Lanufacturing Company Limited, the corporation described in and which executed the foregoing agreement; that the seal affixed to the foregoing agreement is the corporate seal of said corporation; and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Land C. Engaleu Lecutury, exchanged said agreement to be the free act and deed of said corporation.

Thereea (i Nolley Wotard Tuble My Commission Supires at the edd of next Session of Senate,

#### GUARANTY

For and in consideration of the sum of One Dollar to us, The Keystone Plaster Company, of Chester, Pa., in hand paid by Thomas A. Edison of West Crange, New Jersey, the receipt of ...hich is hereby acknowledged, and in further consideration of the execution of the foregoing agreement with The Victoria Gypsum Mining and Manufacturing Company Limited of Baddeck, Cape Breton, H. S., Canada, by said Thomas A. Edison, we horeby guarantee unto said Thomas A. Edison, his heirs, executors, administrators and assigns, the full and prompt payment by The Victoria Gypsum Mining and Manufacturing Company Limited, of any and all sums which shall hereafter become due to said Thomas A. Edison. his heirs, executors, administrators and assigns under said agreement. We hereby waive demand and notice of default in any of said payments, and agree that extensions of time of any payment may be granted to The Victoria Gypsum Eining and Manufacturing Company Limited, its successors, assigns or other legal representatives, in the form of notes or otherwise without notice to us, and that security may be taken without impairing our liability, and we hereby waive notice of the acceptance of this contract of guaranty and stipulate that we shall be immediately liable for any and all defaults in said payments by The Victoria Gypsum Mining and Manufacturing Company Limited, its successors, assigns and other legal representatives, and that at the election of said Thomas A. Edison, his heirs, executors, administrators or assigns, said Thomas A. Edison, his heirs, executors, administrators or assigns, shall have the right to bring suit against us immediately based upon our liability hereunder without the necessity of demand upon or prooeedings against The Victoria Gypsum Mining and Manufacturing Company Limited, its successors, assigns or other legal representatives.

IN WITHERS WHEREOF, we have caused our name to be signed and our corporate seal affixed hereto by our officers duly authorized thereunto this NII day of fannary, 1915.

THE KRYSTONE PL. STER COLPANY By Miliam Gibson Prist

Milalle

State of Pennythania ; ss.:

on this I'll day of January
1915, before me appeared Nillan, Luben Button
to me personally known, who, being by me duly avorn, did
dopose and say that he is the (Niklan)

of The Keystone Plaster Company, the corporation described in and which executed the foregoing Guarenty; that the seal affixed to the foregoing Guarenty is the corporate seal of soid corporation; and that said Guarenty was signed and scaled in behalf of said corporation by authority of its Board of Directors; and said Mimm Mimm achomological said Guarenty to be the free act and deed of said corporation.

William & boro

Junn and subscribed refore me the day and year afore could Helen Birst

NOTARY PUBLIC Commission Expires (Sar. 10, 1917



January 9, 1915

Mr. Mason:-

I enclose herewith form of bill suitable for use in connection with the sale of the giant rolls to the Victoria Cypsum Mining & Menufacturing Company. I also enclose copy of revised sheet 2 of the agreement.

Henry Lanahan

HL-JS

Encs.

THOMAS A. EDISON
STEWARTSVILLE, N. J, 1915
THE VICTORIA GYPSUM MINING AND MANUPACTURING COMPANY LIMITED
One set second-hand Giant Rolls consisting of rolls (opproximately 5 ft. in diameter and 4 ft. long), bearings, garders, top hopper, pulleys, etc. \$5000.00
Delivery to be made f.o.b. Hew Village, N. J. on or about May 1, 1915
Not licensed for use in the United States and not licensed for crushing materials other than gypsum
Terms of payment:
\$2500 payable on or before January 15, 1915
02500 payable on or before May 1, 1915

TELEPHONE DOS ORANGE

LEGAL DEPARTMENT

THOMAS A EDISON, INC. BATES MANUFACTURING CO. EDISON STORAGE BATTERY CO. EDISON PORTLAND CEMENT CO. EDISON PHONOGRAPH WORKS PRED'K BACHMANN HENRY LANAHAN WILLIAM A.HARDY

ORANGE, N.J. January 23, 1915

Mr. H. F. Miller,

Laboratory.

Dear Sir:-

You will find enclosed herewith executed copy of agreement dated January 15, 1915 between Mr. Edison and the Victoria Gypsum Hining and Mamnfaoturing Company Limited and also a Guaranty executed by the Keystone Plaster Company. This agreement relates to the sale of a set of giant rolls and was negotiated by Mr. Mason. Mr. Mason requests that after you have made a note of the terms of this agreement, the same be sent to him.

Very truly yours,

HL-JS

Enc.

Henry Lanahan

Thomas a Edinon

# The Edison Portland Cement Co.

THOMAS A. HOISON, Chairman of Rose W. S. Mallony, President J. Linton Thompson, Vice-President H. F. Millon, Tressurer Wel. H. Horne, Secty & Asst. Tress. Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P.O. ADDRESS, STEWARTSVILLE, N. J.
Jun. 30th, 1915

LADELPHIA, PA., Arrede Bribling of York, N. Y., St. James Building WARE, N. J., St. James Edg., N. Y. TON, MASS., Post Office Square Bid

Horne, Sec'y & Asst. Trees.

Mr. Harry F. Hiller., Edison Laboratory.,

Orange, Hall

Jacked &

Dear Sir:-

Pleage note attached correspondence together with check for \$2500.00 drawn to lir. Edison's order. You will note Mr. Innahan suggestion that we take up with him the question of billing the rolls and I suggest that you refer the whole matter to him for his approval. Deposit the check to Mr. Edison's account and then send us Mr. Edison's account and then send us Mr. Edison's check for \$2500.00 on account of the money we are expending for changing over the Rolls. We would like to have this check as soon as possible as we have already paid out considerable money.

Yours very truly,

Wowellony President

WSM-DSW enclosures

# THE EDISON CRUSHING ROLL CO. ROCK GRUSHERS PRINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J. WORKS OFFICE, STEWARTSVILLE, N.J.

Dacember 29, 1915.

Mr. H. F. Miller,

Edison Laboratory,

Orange, N. J.

My dear Harry:-

If you refer to the agreement mads between Mr. Edison and the Victoria Cypsum Mining & Manfg. Co., Ltd., which is deted the 15th of January, 1915, you will note that they are to pay \$5,000.00 for the Rolls, and then starting from May 1st, 1915, an amount monthly of \$151.73 up to May 1st, 1917, and thereafter until Dec. 1st, 1917, \$227.62.

The \$5,000.00 has been paid to you, and of this amount you have sent us \$2500.00 to cover the work which has thus fer been done.

On account of the war the project in Nova Soctia has been held up, and we ware instructed to suspand the work on the Rolls, which, however, are nearly completed, and up to date we have spent \$1960.00, and will probably spend the balance of the \$2500.00 when we complete the Rolls.

My recollaction is that Mr. Edison paid \$1400.00 for the Rolls when he purchased them from the New Jersey Zinc Co. soms years ago. This amount you can verify from your books.

Mr. Edison told Mason and myself that

after he had gotten back the amount which he paid the New Jersey Zinc Co. for the Rolls, and the cost of the mechanical changes, that the balance would be applied against the royalty account, and treated the same as the other royalty which is received from the Rolls, and I would suggest that you show him this letter and get him to confirm statement I have made, and then include the monthly payments in some future royalty statement. Then when the Rolls are completed, and we know exactly what they have cost, we can figure the difference between the \$5,000.00 received and their actual cost, plus the original amount Mr. Edison paid the N. J. Zinc Co., and deduct this amount from the \$5,000.00 and include the balance in royalty payments.

When you look the matter up, please let me know the amount with Mr. Edison paid the Zinc Co. for the Rolle, so I may make memorandum of it on our records here. Yours very truly,

EDISON CRUSHING ROLL CO.

Per- Womallony

WSM-RBS



Mr Edison Heration of Laboratory uterest on note cacca 27.989.03 as Trustee Royacties 836.43 107.045.62 General Deduction Suterest Taxes Bad Debts (JC Reif 88,503.86 Net Sucome \$ 18,541.76 Les Specific Deduction \$ 14.541.76 the deduction & from your sale

and the Edison Storage Battery who withheld on your Bonds They will send your return and claim along and the Edwar Phones Works Battony If you don't wind that I can go put the claim over the books which Lybrand says if it was a no HTM.

Partnership gains aprofets Augline Clans 75.000.00 Woodward . 25.568.65 Carbolielleis Contract. \$110,10145 Hand to Red ( 1/26/12, by. Mr. Bele, of dy torner, Road Brook Thomas of Mary Deros Person

(10 3) жиев ин ву социстов.	Form 1040 (Thevisod).	TO BE FILLED IN BY ISSEMANT PRIVENUE BUNEAU.
sessmont List 28-B	INCOME TAX.	File No
lio Line	THE PENALTY	Examined by
Carried and American	FOR FAILURE TO HAVE THIS RETURN IN	Audited by
	FOR FAILURE TO MAYE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 11S 520 TO 31,000. (SEE INSTRUCTIONS ON PAGE 4.)	Fili in pages 2 and 3 before making
Above space to be starsped by Cettector, showing district and date received.	UNITED STATES INTERNAL REVER	
RETURN O	F. ANNUAL NET INCOME OF	F, INDIVIDUALS.
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West Orange		(Bale)
	THE PARTY OF CHARM TO THE P	OLLOWING QUESTIONS.
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old you render a return of income for the	mband living with you on Documber 51, of the	ne year for which this repert is rendered?
	married, give full name of wife or healprid	Mina M. Edison
Married If a		
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Iave you included your wife's or hushan	a a theorie in this toestin	Million Thomasis Budgets Com-
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GENERAL DEBUCTIONS (brought from		s/4320780.
NET INCOME	·	s 1894976
Specific deductions and exemp	tions allowed in computing normal tax of l	per cent.
Operate distance in	ин-	Bertaile Bertaile Cons
1. Dividende (brought from line 27) 5. Income on which the normal tax has cource (brought from line 23, Colum	hoen paid or is to he paid at the an A)\$	4151612
6. Specific exemption of \$3,000, or \$4,00	0, as the case may ho	
	do by hurband or wife ond exemp- Hurband ; claimed by:	
	exemptions (Items 4, 5, and 6)	40,5241.2
	nal tax of 1 per cent is to be calculated	
S. TAXABLE INCOME ON WHICH INCOME	the 2 seconds \$20,000 the additional to	ax thereon must be calculated as per schedule below
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	r cont of amount ontered on line 8)	
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TOTAL AMOUNT DERIVED PROS-		MI	111	- 1	72-				leade			int.	7	720				
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<ol> <li>Royalties from mines, oli wolls, patents, franchises, or other privileges.</li> </ol>		ф·•		ļ.,	ļ	4	3			ļ	4		4	4.	1	1	3	97
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22. Other sources not enumerated above			1.	.[.	١.	L.	I	Ш	.	J	.		].	ļ.,		4.	4.4	
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TOTAL GROSS INCOME (to be entered on line 1).....

24.

27.

- 2

GROSS INCOME.

es the ENTIRE AMOUNT of gains, profits, and income received by or occur
fied on page 1, EXCEPT income derived from the obligations of the United

4151512 . 12063444

#### DEPRECIATION.

		VALUE JAN. 1, 1914.			
	Laboratory-Orange	\$80,000.00	21 %	Brick Erected 1887	
	· Florida	18,000.00	5 %	Frame * 1886	
	#10 5th Ave. N.Y.C.	50,000.00	21 %	Brick Bought 1906	
	Silver Lake, N. J.	10,000.00	5 %	Frame Brected 1893	
-	Belleville, N. J.	36,000.00	5 %	Frame Bought 1911	
	MACHINERY & TOOLS	<b>.</b>			
	Orange Laboratory		10 %		
	Oxford, New Jersey	66,026.70	5 %		
	OFFICE FURNITURE.				
	Orange Laboratory		10 \$		
	PATENTS				
	CRUSHING ROLLS	\$250,000.00	1/17 .		

the memory of measurest conserves security reads within the extender you, for which the neutral is made in neutral or and principles distance. There was not all benefits are securitied in another in contract and the presentation of the presentati		NOTE.—Cloims for doductions can not be allowed unless the information required below is clearly set	ilia.	700			-	0
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Norm—Basic (s) of what the deline combined, (s) when they were centrals, (s) when they begame them and (s) the winter was common the state of the st		Wile's deduction		tt	+-	1.1	+-	
Get. Maker Mass. Belieft. 1986. Attended the state of the open open of the open open of the open open of the open open open open open open open ope		Norn.—State (o) of what the debts consisted, (b) whon they were created; (c) whon they became due, and (d) how they were actually determined to be worthless.		11	1			-
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Wite deduction.  Norm—Based (of what had bell commerced to the state of products to the state of 1 beddings, state of the	34	Afford representing a reasonable allowance or the exhaustion, seer and tear of property origing out Afford representing a reasonable allowance or the exhaustion shall be made for any amount of expense of its use or exployment in business. No deduction shall be made for any amount of expense of the use of exployment in business.	1	П	3	,	7 8	417
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17/29 000	٠.			1	П	.1	11	11:
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20. TOTAL "GENERAL DEDUCTIONS" (to be entered on line 2)	1	"These "Greenst Department" (to be entered on line 2)	\$		1.1	Γŀ	. 4	16.

	(	174	Para	
	S.,	on overcoren by Dinivi	DUAL MAKING HIS OWN RETURN.	
4	I swear (or offirm) that the foregoing	roturn, to the best of my kno	owledge and holief, contains a true and complete statement of all ing the year for which the return is mode, and that I am emitted r the Federal Income Pers-Law of October 3, 1913.	
	, t . O.		(Bignature of Individual.)	
		3/	day of Sely 191	
	Swom, to and subscribed before me (	his	Mary J Laudlan	
	J	4.1	(Official expectty.)	
•			ZED AGENT MAKING RETURN FOR INDIVIDUAL.	
	to cucble use to moke a full med complete and helief, contains a true and complete during the year for which the return is a 1913, to all the deductions and exempti	statement of all the taxeble; made, and that the said indiv- ions entered or cleimed there	and property of whether the feregoing return, ie the best of my knowledge thereof, and that the feregoing return, ie the best of my knowledge gights, profiles, and income received by or accreted to said fault vidual gints, profiles, and income Tax Law of October 3, ridual is estitled under the Federal Income Tax Law of October 3, in, and that I are outherized to make this return for the fellowing in, and that I are outherized to make this return for the fellowing.	
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	•		(Bignature of agent.)	
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	Swum-te and subscribed before me	this	day of, 191	
		-		
	[suap.]			
			(Official copsolity.)	_
		INSTRU	CTIONS.  epplication therefor is reede by the individual within the perio	d
	1. This raturn shall be made by ex- Status, whether reading at home or re- residing in the United States, though a end income of \$5,000, or over, for the 2. This return shall be made by over, any not income from property curs profession corried on in the United St exemption is allowed nemesions dis- sident properties of the con- struction of the United St exemption is allowed nemesions dis- sident properties of the con- struction of the United St exemption is allowed nemesions dis-	tex exists a thereof, having taxable year. y nonresident after deriving d end business, trade, or tates by hire. Ne specific	opilication theorete is noticed by the interest of the control of	ih ur- ug 0.

rate returns of their respective incomes, but in no case shall they claim or be allowed more than \$4,000 exemption on their oggregate incorce.

8. Ameunt e harged on line 29 for restoring preperty or making good the crhaustien thereof from its usein business, together with the amount claimed for depreciation on line 34, must not exceed the control of the reservity in one year.

the deterioration of the property in one year.

make his own return, it may be main for hire by his duly subse-ficed representative.

4. This return should bu filled with the Collector of Internal Revenue for the district in which the individual resides. In case the opener resides in a fereign country, then with the col-lector for the district in which his principal business is curried

cann no united States.

5. When the return is not filed within the required time by receip of sekenewer observe of the individual, an extension of time, not occording 30 dept from March 1, width which to fit such return way be granted by the collector, provided a written

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n P	amount of necessary expenses actually paid within, the calendar year; for which the return made in certring on any individual desirant. There was so to included under this breatly grannal, living, or family expenses, business expenses of partnerships, ce coil of merchanding mediate paid for permanent improvement or betterment of property are not proper expense fluctions.		
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	Wife's deduction.  NOTE.—State (a) what the property was on which depreciation is taken (if buildings, state NoTE.—State (a) what the property was on a which depreciation is taken (if buildings, state when a recode, (a) what material countracted, and value of same, as of demony single part for which this recounts is enderly (a) and (b) what percentage of the precedules is claimed, see the whole of the property
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Nov 26 19,5. Harry Miller: In conversation with Mr. Edison about The Diamond Dise Shop and Thimble Theater at 10 Fifth ave Phr. Edian told me that he back to the extent of \$ 5000,00 between This date and Jam 15 1 1916. For your information would say - PL 9 am developing FL Experimental sala proposition along selling lines foroved by Phr. Edison for reaching a different conting costomers -D advertising could from the many requirements of This experimental work of our sales are

many in The business To spet Ain to commence drawing upon your against The above amount of The rate of about \$500 per wak for awhile. It was further aggreed in A- Edison that 9 a with Ar. Edison eint in provided, oker

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